

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 21, 2025

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	9
3) Facilities Department Report	11
4) Technology Department Report - Verbal Report	
5) Transportation Department Report	14
<b>3. <u>Recommended Resolutions</u></b>	
A. B-1-25-4082 - Acceptance of Donations to Duluth Public Schools	15
B. B-1-25-4083 - Acceptance of Grant Awards to Duluth Public Schools	20
C. B-1-25-4084 - Resolution Establishing 2025 Combined Polling Places in the Duluth Public School District	21
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	23
1) Job Description - Payroll & HRIS Specialist (Reclassification)	24
B. Finances	
1) Financial Report	32
2) Fundraisers	33
C. Bids, RFPs, and Quotes - None	
D. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	34
B. No Cost Contracts - None	
C. Revenue Contracts	107
D. Grant Applications	179

**Human Resources Report Summary  
January 2025 Activities**

**Staffing Updates:**

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

	<b>Certified</b>	<b>Non-Certified</b>
<b># New Hires</b>	1	9
<b># Retirements</b>	6	0
<b># Resignations</b>	2	10
<b># Leave of Absences</b>	2	4

**HR Department Updates:**

The Human Resources team was busy in December working on updating the New Employee Orientation process, building a more comprehensive and complete onboarding process, and starting a new Employee Handbook.

Human Resources leadership held one on one meetings with departmental staff to talk about additional process improvement ideas and to discuss job enlargement/enrichment possibilities.

In addition, seniority lists were updated and reviewed, and teacher tenure was verified. Human Resources Manager, Charlie Cook also met individually with Principals during December to ensure their teacher observation information was accurate for the 2020-2025 school year.

**Benefits Updates:**

The Benefits Department has been working diligently on ensuring a smooth transition for all of our retirees who are over 65 to their new health plans.

The Department has attended two MASPA meetings regarding the upcoming Paid Leave Laws that will go into effect in January 2026. These meetings covered what the laws look like so far, reporting requirements, and administration processes.

The team has begun the ACA reporting process and auditing files for accuracy before submission to the IRS. Our next Retirement Information Session for employees considering retirement will be held on January 27th.

## **Hiring Updates:**

### Certified:

Teachers (13)

*Elementary (2)*

*Middle School (3)*

*High School (1)*

*Special Education (6)*

*Adult Basic Education (1)*

### Non-Certified:

Clerical (1)

Maintenance (5)

*Floating Custodian (1)*

*Master Electrician (1)*

*Second Shift Engineer I (1)*

*Second Shift Engineer II (2)*

Playground/Cafeteria Monitor (8)

Transportation (5)

*School Bus Driver II (3)*

*Bus Helper (1)*

*Van Driver (1)*

Paraprofessionals (12)

*American Indian Home School Liaison (1)*

*Cultural Immersion Program Para (1)*

*Licensed Sign Language Interpreter (1)*

*Preschool Program Para (1)*

*Sign Language Facilitator (1)*

*Supervisory Para (1)*

*Sp. Ed. Building Wide Para (4)*

*Sp. Ed. Program Para (1)*

*Sp. Ed. Paraprofessional Student Specific Setting III (1)*

## **Contract Negotiations:**

DDWIAA negotiations team is meeting on 02/04/2025. This is the last 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
School	Enroll	Gr 1-5													
Congdon Park 435	468.00	393.00	75.00	77.00	76.00	68.00	81.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	453.00	375.00	78.00	68.00	79.00	74.00	76.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	254.33	211.33	43.00	35.00	42.00	48.33	46.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	515.00	441.00	74.00	81.00	100.00	79.00	90.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	314.00	255.00	59.00	51.00	48.00	57.00	45.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	329.00	269.00	60.00	53.00	59.00	61.00	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	259.00	223.00	36.00	41.00	44.00	52.00	43.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	312.00	256.00	56.00	63.00	44.00	54.00	52.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	394.00	323.00	71.00	76.00	68.00	61.00	63.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	231.00	196.00	35.00	42.00	45.00	34.00	39.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	673.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.87	245.61	176.57	0.00	0.00	0.00	0.00
Ordean East Middle 335	1083.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	348.41	377.33	358.00	0.00	0.00	0.00	0.00
AE Online 650	136.56	557 students 30 non resident open enrolled, 33 FT residents, 494 PT residents average enrollment .25 or 2 classes								0.00	0.28	15.62	36.27	51.26	33.13
Denfeld 215	952.33									0.00	0.00	252.71	247.61	258.70	193.31
East 220	1470.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	407.24	367.97	337.88	356.97
Merritt Creek Academy 81	84.00	34.00	1.00	2.00	7.00	9.00	11.00	5.00	7.00	10.00	9.00	9.00	10.00	3.00	1.00
ALC 611	86.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.58	25.43	44.00
Chester Creek Academy 575	29.00	17.00	0.00	1.00	1.00	4.00	8.00	3.00	1.00	5.00	1.00	3.00	1.00	1.00	0.00
Rock Ridge Academy 580	44.00	12.00	2.00	2.00	1.00	3.00	3.00	3.00	2.00	3.00	4.00	4.00	8.00	7.00	2.00
Arrowhead Academy 605	11.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00	4.00	3.00	0.00
Bethany Crisis Shelter 615	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	0.00	0.00
Hospitals 630	11.00	4.00	0.00	0.00	1.00	1.00	0.00	2.00	0.00	1.00	1.00	1.00	1.00	3.00	0.00
The Bridge 950	23.00	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	23.00
<b>Total:</b>	<b>8133.08</b>	<b>3009.33</b>	<b>590.00</b>	<b>592.00</b>	<b>615.00</b>	<b>605.33</b>	<b>607.00</b>	<b>590.00</b>	<b>609.28</b>	<b>641.94</b>	<b>551.85</b>	<b>694.57</b>	<b>692.43</b>	<b>690.27</b>	<b>653.41</b>

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

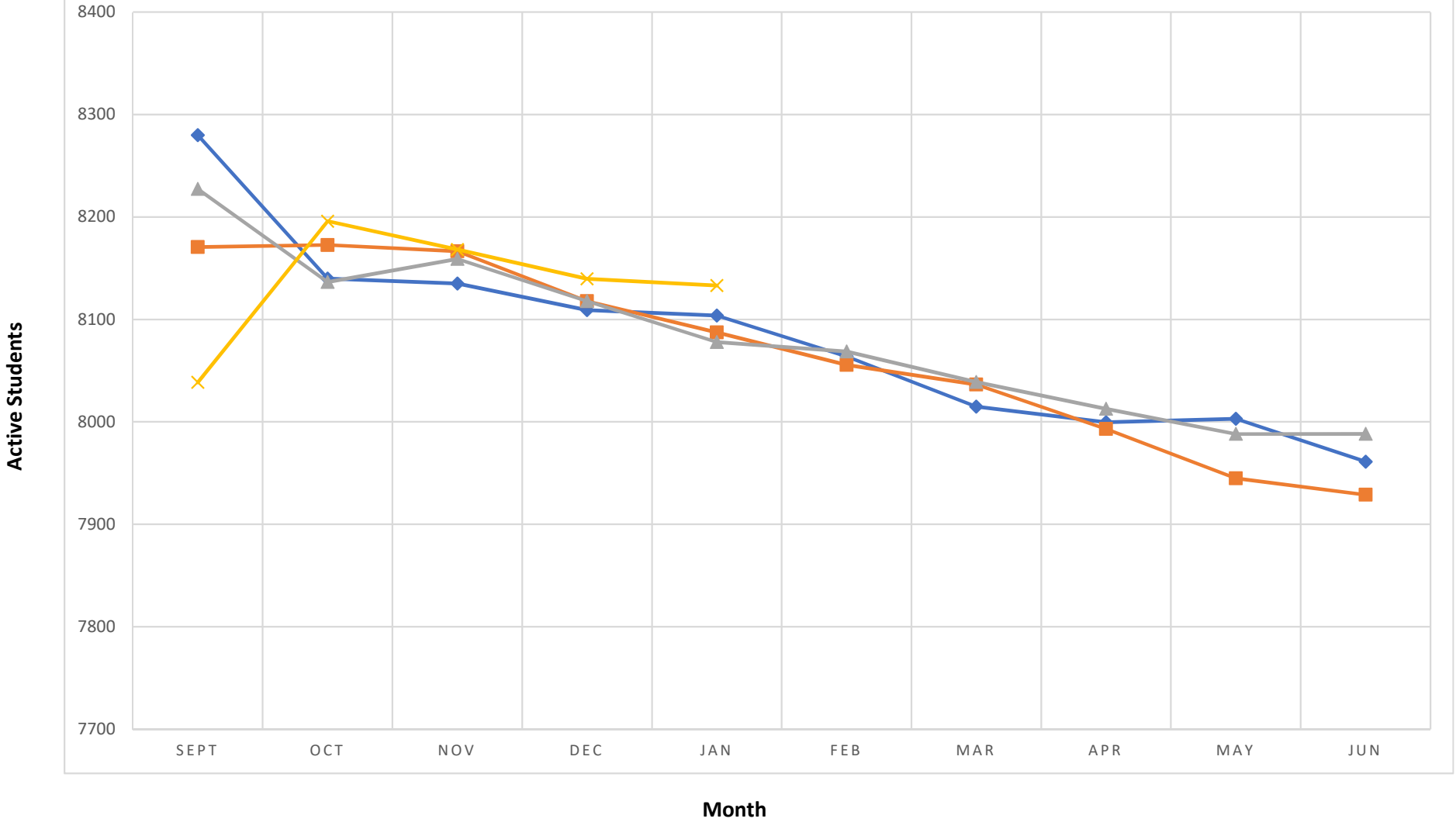
Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2024-2025	23-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	478.00	471.00	476.00	476.00	472.00	468.00	0.00	0.00	0.00	0.00	0.00	-4.00		-3.00	-10.00
Homecroft 475	440.00	447.00	448.00	448.00	447.00	453.00	0.00	0.00	0.00	0.00	0.00	6.00		6.00	13.00
Lakewood 500	246.00	253.00	254.00	256.00	255.00	254.33	0.00	0.00	0.00	0.00	0.00	-0.67		1.33	8.33
Lester Park 510	527.00	509.00	510.00	511.00	514.00	515.00	0.00	0.00	0.00	0.00	0.00	1.00		6.00	-12.00
Lowell 520	297.50	308.00	312.00	312.00	312.00	314.00	0.00	0.00	0.00	0.00	0.00	2.00		6.00	16.50
Lowell Immersion 521	335.00	330.00	329.00	330.00	330.00	329.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	-6.00
MacArthur 525	283.00	251.00	254.00	260.00	259.00	259.00	0.00	0.00	0.00	0.00	0.00	0.00		8.00	-24.00
Myers Wilkins 540	307.00	307.00	317.00	309.00	309.00	312.00	0.00	0.00	0.00	0.00	0.00	3.00		5.00	5.00
Piedmont 550	395.00	388.00	394.00	391.00	393.00	394.00	0.00	0.00	0.00	0.00	0.00	1.00		6.00	-1.00
Stowe 565	227.00	231.00	229.00	226.00	227.00	231.00	0.00	0.00	0.00	0.00	0.00	4.00	11.33	0.00	4.00
Lincoln Middle 225	612.35	664.00	674.00	672.28	677.28	673.05	0.00	0.00	0.00	0.00	0.00	-4.23		9.05	60.70
Ordean East Middle 335	1095.25	1078.55	1085.41	1086.74	1085.74	1083.74	0.00	0.00	0.00	0.00	0.00	-2.00	-6.23	5.19	-11.51
AE Online 650	179.76	81.37	123.51	122.08	138.29	136.56	0.00	0.00	0.00	0.00	0.00	-1.73		55.19	-43.20
Denfeld 215	902.60	949.90	994.41	978.69	959.46	952.33	0.00	0.00	0.00	0.00	0.00	-7.13		2.43	49.73
East 220	1386.45	1508.58	1505.05	1499.62	1470.04	1470.06	0.00	0.00	0.00	0.00	0.00	0.02	-8.84	-38.52	83.61
Merritt Creek Academy 81	81.85	69.00	74.71	79.71	81.00	84.00	0.00	0.00	0.00	0.00	0.00	3.00		15.00	2.15
ALC Seat Based 611	71.55	73.86	88.58	87.86	85.00	86.01	0.00	0.00	0.00	0.00	0.00	1.01		12.15	14.46
Chester Creek Academy 575	32.00	27.00	31.00	31.00	30.00	29.00	0.00	0.00	0.00	0.00	0.00	-1.00		2.00	-3.00
WHA RRA 580	35.18	34.00	36.00	39.00	40.00	44.00	0.00	0.00	0.00	0.00	0.00	4.00		10.00	8.82
Arrowhead Academy 605	18.00	17.00	18.00	15.00	14.33	11.00	0.00	0.00	0.00	0.00	0.00	-3.33		-6.00	-7.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00	-0.50		-0.25	-0.25
Hospitals 630	22.66	15.00	17.00	13.00	16.00	11.00	0.00	0.00	0.00	0.00	0.00	-5.00		-4.00	-11.66
The Bridge 950	14.85	25.00	25.00	24.00	24.00	23.00	0.00	0.00	0.00	0.00	0.00	-1.00	-2.82	-2.00	8.15
<b>Total:</b>	<b>7988.25</b>	<b>8038.51</b>	<b>8195.92</b>	<b>8168.23</b>	<b>8139.64</b>	<b>8133.08</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>-6.56</b>	<b>94.57</b>	<b>144.83</b>
<b>Change</b>		50.26	157.41	-27.69	-28.59	-6.56	0.00	0.00	0.00	0.00	0.00				
<b>Adult Learners</b>			541.00	588.00	652.00	750.00						98.00			

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

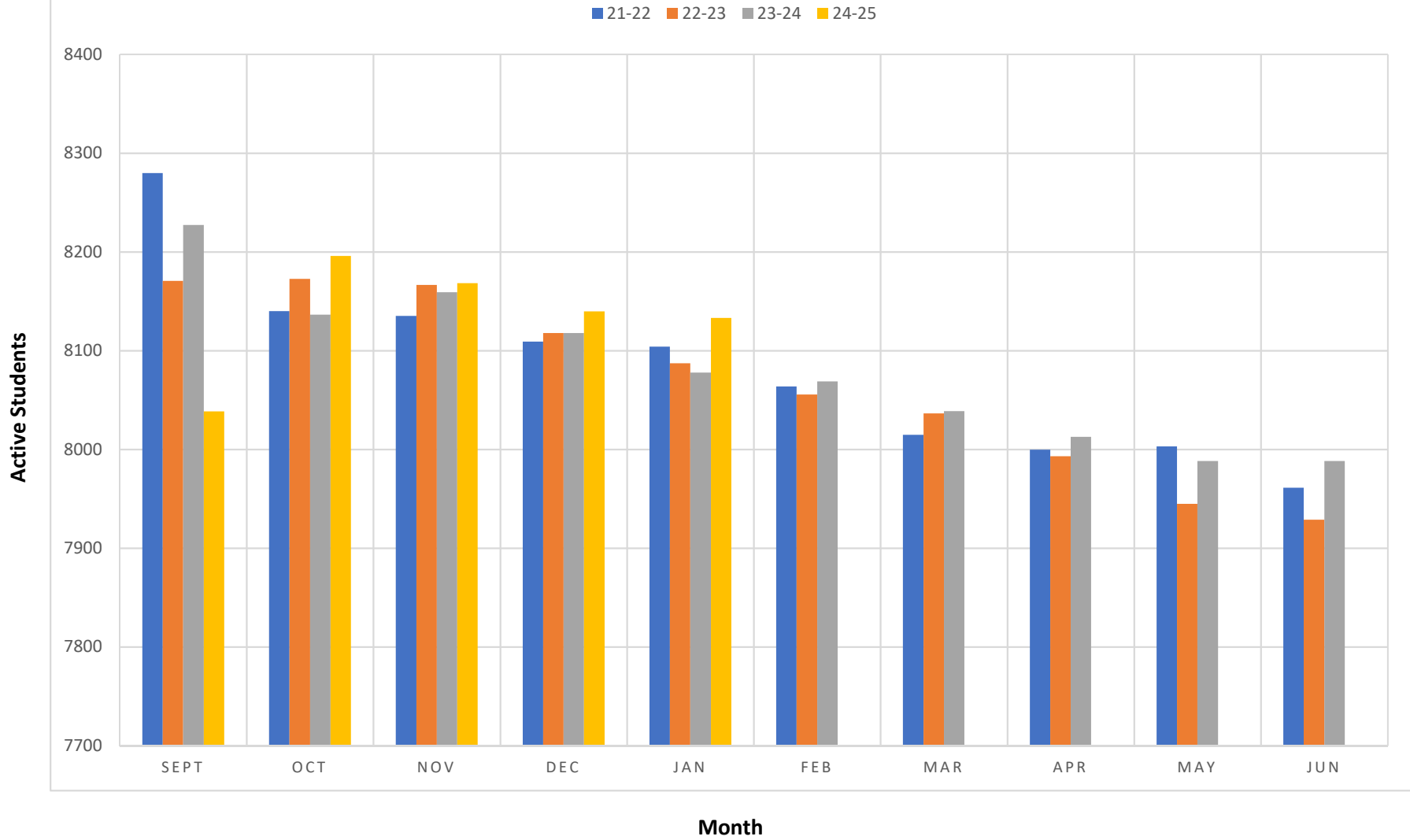
Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2024-2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	114.00	258.00	269.00	290.90	307.90	0.00	0.00	0.00	0.00	0.00	17.00		193.90	247.96
PK	0.00	59.00	73.00	73.10	72.10	0.00	0.00	0.00	0.00	0.00	-1.00	16.00	72.10	55.44
KA	140.00	143.00	142.00	142.00	143.00	0.00	0.00	0.00	0.00	0.00	1.00		3.00	142.00
KG	436.25	448.00	448.00	448.00	447.00	0.00	0.00	0.00	0.00	0.00	-1.00		10.75	445.45
1	585.00	587.00	591.00	590.00	592.00	0.00	0.00	0.00	0.00	0.00	2.00		7.00	589.00
2	610.00	614.00	616.00	612.00	615.00	0.00	0.00	0.00	0.00	0.00	3.00		5.00	613.40
3	599.00	605.00	601.00	605.00	605.33	0.00	0.00	0.00	0.00	0.00	0.33		6.33	603.07
4	604.00	608.00	609.00	603.00	607.00	0.00	0.00	0.00	0.00	0.00	4.00		3.00	606.20
5	579.00	586.00	583.00	585.00	590.00	0.00	0.00	0.00	0.00	0.00	5.00		11.00	584.60
6	606.41	611.41	612.41	616.41	609.28	0.00	0.00	0.00	0.00	0.00	-7.13	7.20	2.87	611.18
7	626.00	641.00	633.94	639.94	641.94	0.00	0.00	0.00	0.00	0.00	2.00		15.94	636.56
8	551.28	551.28	554.95	550.95	551.85	0.00	0.00	0.00	0.00	0.00	0.90	2.90	0.57	552.06
9	680.99	698.28	692.28	696.00	694.57	0.00	0.00	0.00	0.00	0.00	-1.43		13.58	692.42
10	663.81	697.57	693.82	694.10	692.43	0.00	0.00	0.00	0.00	0.00	-1.67		28.62	688.35
11	686.87	724.99	717.41	697.26	690.27	0.00	0.00	0.00	0.00	0.00	-6.99		3.40	703.36
12	669.90	680.39	673.42	659.98	653.41	0.00	0.00	0.00	0.00	0.00	-6.57	-16.66	-16.49	667.42
<b>K 12 Total:</b>	<b>8038.51</b>	<b>8195.92</b>	<b>8168.23</b>	<b>8139.64</b>	<b>8133.08</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-6.56</b>	<b>-6.56</b>	<b>94.57</b>	<b>8135.08</b>
<b>Change</b>		157.41	-27.69	-28.59	-6.56	0.00	0.00	0.00	0.00	0.00				

# ISD 709 ACTIVE ENROLLMENT BY MONTH

21-22 22-23 23-24 24-25



# ISD 709 ACTIVE ENROLLMENT BY MONTH



# **Child Nutrition Report December 2024**

## **Student Lunch Account billing**

Child Nutrition did a mailed billing to families that owed over -\$10.00. The total amount of the billing was close to -\$7000.00. Why do students owe money when lunch is free?- is a question we often receive. The balance owed may be from a prior year, may be for extra purchased milk, or for a second entrée or ala carte. Students are not allowed to charge, but the cashiers also do not humiliate or embarrass the students in line, so the charges do happen.

## **Child Nutrition Training**

We will have oven training for all who run the ovens, provided by the manufacturer. The training will be on January 17<sup>th</sup> and will focus on the best ways to utilize the ovens in regards to our menu items as well as safety. This is a very effective and welcomed training.

Monthly counts 2024 2025	Breakfast				Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
	Sept	Oct	Nov	Dec								
Congdon	2014	2237	2194	1715							8160	112
Denfeld	3568	4330	3784	2997							14679	201
East High	4171	4834	4194	3209							16408	225
Homecroft	2691	3040	2706	2052							10489	144
Lakewood	1906	2035	1908	1553							7402	101
Lester Park	2758	3240	2883	2206							11087	152
Lincoln park Middle	3581	4273	3789	3385							15028	206
Lowell	5091	6988	6637	4363							23079	316
Laura Macarthur	3547	2729	3269	2717							12262	168
Myers-Wilkins	3388	3559	3097	2407							12451	171
Ordean/East Middle	2464	3122	2625	2076							10287	141
Piedmont	5707	5489	4619	3712							19527	267
Rockridge	435	384	416	352							1587	22
Stowe	3165	3357	2797	2415							11734	161
ALC	236	271	220	140							867	12
	44722	49888	45138	35299	0	0	0	0	0	0	175047	2398
	Lunch				Jan	Feb	Mar	April	May	June		Daily Average
	Sept	October	Nov	Dec								
Congdon	6426	6800	6140	5149							24515	336
Denfeld	10485	10449	9042	7433							37409	512
East High	10680	12267	10578	9298							42823	587
Homecroft	6524	6939	6136	5321							24920	341
Lakewood	3580	3927	3325	3178							14010	192
Lester Park	7101	7738	7046	6024							27909	382
Lincoln park Middle	9659	9505	8214	6873							34251	469
Lowell	9358	10118	8898	7456							35830	491
Laura Macarthur	4132	4244	3785	3107							15268	209
Myers-Wilkins	5222	5322	4565	3826							18935	259
Ordean/East Middle	13664	13504	11187	10531							48886	670
Piedmont	6871	5645	5724	4702							22942	314
Rockridge	490	498	522	400							1910	26
Stowe	3340	3587	3154	2603							12684	174
ALC	471	458	484	279							1692	23
											0	0
Supper	0	1184	987	960							3131	75
Harbor City	1611	1784	1570	1274							6239	85
	99614	103969	91357	78414	0	0	0	0	0	0	373354	5146
Head Start	Breakfast				Jan	Feb	Mar	April	May	June		Daily Average
	Sept	Oct	Nov	Dec								
Congdon	19	73	50	57							199	
Homecroft	38	150	137	114							439	
Lester Park	45	135	97	113							390	
Lowell	88	385	353	266							1092	
Laura Macarthur	39	368	299	262							968	
Myers-Wilkins	157	710	616	503							1986	
Piedmont	47	265	233	221							766	
Stowe	25	144	129	107							405	
	458	2157	1864	1586	0	0	0	0	0	0	6245	
Head Start	Lunch				Jan	Feb	Mar	April	May	June		Daily Average
	Sept	Oct	Nov	Dec								
Congdon	38	150	99	113							400	
Homecroft	38	149	137	114							438	
Lester Park	26	249	185	192							652	
Lowell	88	1154	353	266							1861	
Laura Macarthur	38	375	385	264							1062	
Myers-Wilkins	157	710	616	503							1986	
Piedmont	59	380	353	365							1157	
Stowe	25	141	118	102							386	
	469	3158	2147	1806	0	0	0	0	0	0		
AFTERSCHOOL SNACK												
Congdon	2030	2188	1905	1590							7713	
Lincoln park Middle	667	926	910	728							3231	
Lowell	2153	2486	2148	1775							8562	
Laura Macarthur	322	615	456	384							1777	
Myers-Wilkins	319	578	608	449							1954	
Piedmont	912	553	757	721							2943	
Stowe	450	490	473	356							1769	
	6853	7836	7257	6003	0	0	0	0	0	0		
Total meals/snacks	152,116	167,008	147,763	123,108	-	-	-	-	-	-	589,995	
Days of service	20	20	18	15								73
Average meals per c	7,606	8,350	8,209	8,207	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
10 2023 2024 school year												
Total meals/snacks	146,876	167,167	167,232	111,724	165,368	130,783	143,844	137,096	181,297	19,559	1,370,946	
Days of service	19	20	20	14	20	16	18	17	22	3		172
Average meals per day	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520		

# Facilities Management & Capital Project Status Report January 2025

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

In the past month, the Facilities maintenance crews have completed 207 work orders and are currently working on 261 open work orders.

## **Capital / Construction**

- Myers Wilkins repairs are completed. Gym occupancy should be available for the week of Jan 6th
- Working on Chiller replacement approval, for purchase and to schedule for spring installation.
- Boiler inspections required repairs with Liberty Mutual have been completed.
- Rockridge Mech room ceiling access is installed and is in the process of final painting and fixture installations.
- Homecroft cafeteria soffit rebuild completed and waiting on final painting. Exterior window resealing will be scheduled for the spring.

## **Discussion with Legal Representation**

No issues.

## **Building Operations**

Operations have filled two new positions, Craig Podemski, a Float Custodian and Landon Werner Custodian at Lowell. Welcome aboard Craig and Landon.

The recent period has presented challenges to the operations staff due to an unusually high number of employee illnesses. This has undoubtedly placed a significant burden on the team. Their flexibility and unwavering commitment to maintaining operational standards despite these difficult circumstances are deeply appreciated.

On a much brighter note, the operations team's exceptional work during the recent holiday break deserves the highest praise. The team successfully completed critical equipment maintenance and thorough deep cleanings across all school locations. This dedicated effort ensured facilities were in excellent condition and well-prepared to welcome back students and staff. The team's commitment to this vital work is invaluable. The operations team's dedication and hard work are commendable. The organization is fortunate to have such a reliable and diligent team.

Lastly, it is with deep sadness and heavy hearts that the District announces the passing of our esteemed colleague and friend, Mike Murray, on Monday Dec 30th. Mike was more than just a colleague, he was a valued member of the team and cherished friend to many. His infectious laughter and unwavering willingness to lend a helping hand will be deeply missed. Mike dedicated 22 years of service to the organization, most recently serving as the Building Engineer at Piedmont. We extend our sincerest condolences to Mike's family and loved ones during this incredibly difficult time.

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

### **• Audits & Inspections**

- Lincoln Park fire code inspections completed - Finished and approved
- Lester Park and Rockridge fire inspections complete - Corrections finished, need to schedule final walkthrough.
- Congdon Park state fire inspection for HeadStart complete - Corrections completed. Waiting on confirmation of closure.

### **• Regulatory Reporting**

- Nothing needed in December

### **• Systems & Technology Updates**

- Beginning radio repeater needs assessments at Lincoln Park Middle School and East High School.

### **• Training**

- Lexie completed OSHA 511 - Occupational Safety and Health Standards for General Industry
- Lexie was awarded National Safety Council Safety Leadership Certificate - Management Track

### **• Chemical and Hazardous Waste Disposal**

- Battery pickup from DSC
- Hand sanitizer pickup from Laura MacArthur - to be done in Feb
- Paint pickup from Denfeld - to be done in Feb

### **• Document Updates**

- Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
  - Progress: 6/47

## **Injury and Incident Statistics**

2024 Data being finalized - Year end data will be ready for Feb. board report.

**NOTICE OF INTENDED PROJECTS**

**Independent School District No. 709 - Duluth Public Schools**

**FY26 Long-term Facilities Maintenance Revenue Projections and Estimated Costs:**

**Lowell - Window Replacement - \$678,000.00**

**Lowell - Flooring - \$6,000.00**

**Stowe- Roofing - \$900,000.00**

**Stowe - Flooring - \$30,000.00**

**East High School - Front Parking Lot Replacement - \$400,000.00**

**Laura Mac - Carpet Replacement - \$5,000.00**

**Transportation - Addition - \$820,733.00**

**Lincoln Park - \$200,000.00**

**Total FY26 Estimated Project Costs: \$3,039,733.00**

**Respectfully Submitted,**

**Cathy Holman, Purchasing Coordinator**

## **Transportation Report December 2024 Activities**

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

The Transportation department is dealing with many staff members out due to sick leave. The average has been 14 percent of the staff out due to illness, medical, etc.

### Staffing (comments and concerns)

- We have hired 3 helpers but two of them are out on medical leave before starting.
- We have hired a driver trainee that should be starting soon.
- We have had no other applicants for the van driver positions at this time.

### Bus Maintenance

- The mechanics are struggling to maintain the buses since they are out covering for sick drivers on a daily basis.
- We have a lot of maintenance due at this point and the mechanics are trying to prioritize this in between driving routes.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is 89668. Our goal is to have 50-60k miles average.

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Area Learning Center	Duluth Federation of Teachers	\$100.00	ALC Student Holiday Auction	
Area Learning Center	Mike & Bitsy Zwak	\$100.00	ALC Student Holiday Auction	
Area Learning Center	Shana Vesel	\$200.00	ALC Student Holiday Auction	
Area Learning Center	Shana Vesel	In-kind	ALC Student Holiday Auction	Chocolates, throw blanket, 3 mini wood cutting boards, cocoa mug, 3-wick candle, small candle, toddler puzzle
Area Learning Center	Fitger's Bookstore	In-kind	ALC Student Holiday Auction	GC \$30, GC \$25, puzzle \$26.99, lotion \$45, books: spirits dancing \$19.95, The breeding bird \$59.95, Nic Blake & the remarkables 3 book set \$60, hidden life of Cecily Larson \$28, The Twenty-Ninth Day \$15.99 TOTAL \$310.88
Area Learning Center	A&L Properties	In-kind	ALC Student Holiday Auction	Blanket hoodie \$24.99, hoodie \$35.99, hoodie \$35.99, men's hoodie \$23.99, men's hoodie \$34.99, vanilla candle \$23.60, frozen lake candle \$26.97, furry sherpa blanket \$26.99, fleece bubble blanket \$19.99, flower pillow \$11.39, polaroid camera \$69.99, polaroid film \$39.98, photo printer \$79.99, Mini fridge \$31.55, Bruh tshirt \$19.99 TOTAL \$506.39
Area Learning Center	Paula Williams	In-kind	ALC Student Holiday Auction	Apple AirPods x 2 \$220, Apple AirPods Pro x 2 \$380 TOTAL \$600
Area Learning Center	Paula Williams	In-kind	ALC Student Holiday Auction	Handmade Criggabe & Cutting board \$60, Apple Airtags \$50 TOTAL \$110

Area Learning Center	Anonymous	In-kind	ALC Student Holiday Auction	32" Insignia TV \$99.99, Rhino Ratchet Straps \$30, Fuzzy Throw Blanket \$26.99 TOTAL \$156.98
Area Learning Center	John Lindula	In-kind	ALC Student Holiday Auction	LED Lights \$28.99, Apple Earpods \$15.96 TOTAL \$44.95
Area Learning Center	Kathleen Wilson	In-kind	ALC Student Holiday Auction	Flat tire emergency kit x 2 \$40
Area Learning Center	Brittney Gustafson	In-kind	ALC Student Holiday Auction	Nintendo Switch \$200
Area Learning Center	Patrick Moore	In-kind	ALC Student Holiday Auction	Art Set \$29.99
Area Learning Center	Mike & Bitsy Zwak	\$100.00	ALC Student Holiday Auction	Check #22971
Area Learning Center	Duluth Federation of Teachers	\$100.00	ALC Student Holiday Auction	Check #16280
Congdon	My Place Realty Big Life Team	In-kind		Scarf, hats, gloves, mittens and a mask
Denfeld	Julian Zebot	\$500.00	Denfeld and East Debate Team	Give to the Max Day donation
Denfeld	Mimi Stender, Duluth Aging Support	\$2,000.00	The money is to be used by the Key Club for "Minne-SNOW-ta Nice" and other Key Club expenses	Key Club will be partnering with Duluth Aging Support throughout the winter to assist with sidewalk/step/driveway clearing in the neighborhoods of Duluth.
Denfeld	Julian Zebot	\$500.00	Debate Team	GiveMN donation
Denfeld	West Duluth Business Club	\$100.00	Choir	
Denfeld	Alan Mackenzie	\$300.00	Choir	Donation on behalf of the Masons for a performance at their holiday party
Denfeld	North Shore Scenic Railroad	\$150.00	Choir	Donation on behalf of the NSSRR for a performance at The Christmas City Express
Districtwide	Caroline Marks	\$100.00		Give to the Max Day Donation
Districtwide	Cailyhn Schumacher	\$50.00		Give to the Max Day Donation

Districtwide	Carolyn Zanko	In Kind, the donation is knitted hats (4), Knitted mittens (54 pairs) and quilts (2) for our students who are knitted by Carolyn Zanko (lives in the Duluth Community ) who would like the items to go to Denfeld, Laura MacArthur and Lincoln Park.	The donor would like these items to go to Denfeld, Laura MacArthur and Lincoln Park students	Please have someone contact Carolyn to let her know who her contact will be for next December 2025.
Districtwide	Stevie Viele and Austin Sersich	In-kind	Students with mobility needs	Stevie and Austin have donated a Kid Walk Gait Trainer that their child is no longer using. This gait trainer is used to support students who are not able to walk independently to work on independent functional mobility within the school setting.
Districtwide	Paul and Jenny Davis	In-kind	For students with mobility needs	Jenny and Paul have donated a Wike, which is an adapted bike trailer/jogging stroller. This will be used for students who typically use a wheelchair to be able to access field trips that involve traveling over uneven surfaces that their personal wheelchairs are not able to access.
Districtwide	SCS Interiors, Kayla Dietzman, Director of Administration	\$1,000.00	Used in Manufacturing Programs	
East	AVI - Boat Club Restaurant	\$1,000.00		Donation to the East Fall Play of Hadestown

Headstart	Jane Killough	\$50.00	Head Start Transportation	
Headstart	Jane Killough	\$50.00	Transportation, Gas cards	
Lester Park	Harbor Pointe Credit Union	\$500.00	For Sara Hill's Classroom Needs	"Harbor Pointe Credit Union presents the Outstanding Teacher of the Northland. During the 2024/2025 school year, six teachers will be featured on WDIO News. The teachers will each receive \$500 to be used for their classrooms.  We ask the public to nominate a teacher that's been important to you, your child, or your community. The nominee must be a current teacher in grades preschool through 12th grade at a public or private school within the Northland area."
Lester Park	Lester Park PTA	\$1,881.00	1-year subscription for the Lu	
Lester Park	Geoffrey Witrak	\$1,135.00 in donated student and staff items		
Lincoln Park	Irving Community Association	\$1,000.00	Youth Trip to Duluth Folk School	Chrissy Valento Art Grant
Lowell	Lauren Glammar	\$125.00		GiveMN to the Max Day 2020-2024
Myers-Wilkins	Office Max/Depot - Justin Breiwick	\$3,872.10	Office Max/Depot	Office Max/Depot chooses a Title 1 school to collect donations for and they chose Myers-Wilkins back in April. They had originally spoke with the former principal, Rae, and the admin asst
Ordean-East	Lester Park Elementary School PTA	\$200.00	The Bark Store	
Ordean-East	AMERICAN OUTLETS INC	\$25 American Express gift		Ordean East bought new locks for lockers from American Outlets and they had a deal that if you spent \$750

		card		or more, you received a free \$25 American Express gift card
Stowe	Patty Bennett	In-kind		Socks
Washington ECFE	United Methodist Church	In-kind		Over 1,000 diapers and handmade blankets for the ECFE teen and home visit program

# 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>
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.
Minnesota Sea Grant Center for Great Lakes Literacy	Kayla Christensen	Ordean East Middle School Environmental Science	\$550.00	Transportation and Payment for a field trip to Hartley.

RESOLUTION ESTABLISHING COMBINED POLLING PLACES  
FOR MULTIPLE PRECINCTS AND  
DESIGNATING HOURS DURING WHICH THE POLLING  
PLACES WILL REMAIN OPEN FOR VOTING  
FOR SCHOOL DISTRICT ELECTIONS NOT HELD  
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

**Combined Polling Places (Townships  
And the City of Rice Lake):** Lakewood Town Hall  
3110 Strand Road  
Duluth, MN 55803

"This combined polling place serves the townships of Gnesen, Lakewood, Normanna, North Star, Unorganized Precinct 2, Unorganized Precinct 23 and the City of Rice Lake, all territory in Independent School District No. 709 located in St. Louis County, Minnesota."

**Combined Polling Places (District #1):** Lakeview Covenant Church  
(City of Duluth, Precinct #5)  
1001 Jean Duluth Road  
Duluth, MN 55804

"These combined polling places serve all territory in Independent School District No. 709 located in the City of Duluth (Precincts 1-5, 7) located in St. Louis County, Minnesota."

**Combined Polling Place (District #2):** Unitarian Universalist Congregation of Duluth  
(City of Duluth, Precinct #12)  
835 West College Street  
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 6, 8-14) located in St. Louis County, Minnesota."

**Combined Polling Place (District #3):** Holy Cross Lutheran Church  
(City of Duluth, Precinct #22)  
410 North Arlington Avenue  
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 15-19, 22-25) located in St. Louis County, Minnesota."

**Combined Polling Place (District #4):** Asbury United Methodist Church  
(City of Duluth, Precinct #32)  
6822 Grand Avenue  
Duluth, MN 55807

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 21, 26 - 34) located in St. Louis County, Minnesota."

**Combined Polling Places (District At-Large):** Use combined polling places for Districts 1-4.

3. Pursuant to Minnesota Statutes, Section 205A.09(2), the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

**HUMAN RESOURCES ACTION ITEMS FOR: JANUARY 28, 2025****CERTIFIED APPOINTMENT**

RICHARDSON, ELIZABETH M

**POSITION**

LTS KINDERGARTEN/PIDEMONT, (BA) III 1,CRAWFORD L. CHILD CARE LEAVE

**EFFECTIVE DATES**

01/10/2025

**CERTIFIED LEAVES**

BUTCHE, LISA M

VUKELICH, MAYA L

**POSITIONS**

GRADE 1 - HOMECROFT ES

SPED SOCIAL WORKER - PIEDMONT ES

**EFFECTIVE DATES**

12/04/2024 12/18/2024

01/02/2025 03/27/2025

**CERTIFIED RESIGNATION**

MATTSON, LAUREN K

NETTLETON, JENNIFER F J

**POSITION**

MIDDLE SCHOOL GUIDANCE COUNSELOR - LINCOLN PARK MS

SPED SECONDARY RESOURCE - DENFELD

**EFFECTIVE DATES**

01/06/2025

12/06/2024

**CERTIFIED RETIREMENT**

BEAUDRY, MELINDA L

FLORESTANO, BRENDA L

HAGSTROM, LINDA M

KIMMES, LAURA L

KITTELSON, PATTI K

OLSON, MOIRA R

**POSITION**

GRADE 4 - LAKEWOOD ES

MATHMATICS - EAST HS

GRADE K - HOMECROFT ES

ORCHESTRA - ORDEAN EAST MS

ELEM MUSIC - LAURA MAC, CHESTER CREEK

HEALTH ED - MERRIT, CHESTER, ROCKRIDGE

**EFFECTIVE DATES**

07/01/2025

06/06/2025

06/06/2025

12/23/2024

06/06/2025

06/06/2025

**NON-CERT APPOINTMENT**

ANDERSON, COURTNEY A

DROUILLARD, IAN T

FANNING, TAMMY R

LATSCHER, DEBRA A

PODEMSKI, CRAIG E B

THOMAS, EMERSEN R

WALKER, SAMUEL B

WALKER, SAMUEL B

WITUCKI, ASHLEY M

**POSITION**

OSS INTERMEDIATE/EAST, 40/44WKS, \$19.46/HR, ANDERSON H. TRANSFER

NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 20/38WKS, \$15.68HR, OLSON C. RESIGNED

OFFICE SUPPORT SPECIALIST INTERMEDIATE/DENFELD, 40/44WKS, \$19.46/HR, GROCHOWSKI J. TRANSFER

SPED STUDENT SPECIFIC PARA/MERRITT CREEK, 31.25/38WKS, \$22.14/HR

FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.49/HR

SPED PROGRAM PARA LTS/LAURA MACARTHUR, 37.5/38WKS, \$21.27/HR, GANZ V. PARENTAL LEAVE

PRESCHOOL PARA/LOWELL, 23/38WKS, \$21.35/HR, SJOBLUM W. RESIGNED

LTS PRESCHOOL PARA/PIEDMONT, 39/38WKS, \$21.35/HR, TVEDT K. CHILD CARE LEAVE

SPED PRESCHOOL PARA/PIEDMONT, 39/38WKS, \$20.04/HR, GUILIANA C. RESIGNED

**EFFECTIVE DATES**

01/02/2025

01/02/2025

01/03/2025

12/10/2024

12/09/2024

01/08/2025

12/16/2024

02/04/2025

01/06/2025

**NON-CERT LEAVES**

DEHNKE, KAITLYN F

POTTS, MEGAN R

SAMUELSON-JOHNSON, MELANIE K

SUOMALA, TRACY M

**POSITIONS**

SUPERVISORY PARA/LINCOLN PARK

SPED PROG PARA SETTING III/IV - EAST HS

SPED PROG PARA SETTING III/IV - DENFELD HS

SPED BW PARA - LAURA MAC ES

**EFFECTIVE DATES**

01/13/2025 04/18/2025

01/21/2025 04/25/2025

01/28/2025 04/01/2025

12/20/2024 01/24/2025

**NON-CERT RESIGNATION**

BICK, ANNIE M

IANNUCCI, TERESA L

PAULSON, LINDSEY A

SAMUELSON, WES A

SMITH, LYNDSEY D

STELLAR, ALYSSA L

TROMBLEY, MARISSA L

**POSITION**

BUS HELPER - TRANSPORTATION

SPED BW PARA - LINCOLN PARK MS

CHILD NUTRITION ASST - LINCOLN PARK MS

BUS HELPER - TRANSPORTATION

CHILD NUTRITION ASST - EAST HS

SPED STUDENT SPECIFIC PARA SET III/IV-DENFELD HS

SUPERVISORY PARA - EAST HS

**EFFECTIVE DATES**

01/24/2025

02/03/2025

12/20/2024

01/15/2025

12/17/2024

12/20/2024

12/20/2024

**NON-CERT PRESUMED RESIGNED**

SAWYER, DANIEL

SHAW, PATRICK

THOMPSON, ETHAN

**POSITION**

SCHOOL CUSTODIAN I - MYERS WILKINS ELEMENTARY SCHOOL

SECOND SHIFT ENGINEER II - LINCOLN PARK MIDDLE SCHOOL

SCHOOL CUSTODIAN I - ORDEAN EAST MIDDLE SCHOOL

**EFFECTIVE DATES**

12/20/2024

1/6/2025

1/2/2025



CLASSIFICATION DESCRIPTION  
 TITLE: Payroll and HRIS ~~/Data Analyst~~  
 Specialist/~~Data~~Data Analyst

<b><u>Title of Immediate Supervisor:</u></b> <del>HR Director</del> HRIS and Payroll Supervisor	<b><u>Department:</u></b> Human Resources	<b><u>FLSA Status:</u></b> Exempt
<b><u>Accountable For (Job Titles):</u></b> <del>Clerical.</del>		<b><u>Pay Grade Assignment:</u></b> Executive Employees Association, <del>Pay Level 1</del>

**General Summary or Purpose Of Job:**

~~Provides problem solving, user support and advice regarding the use of assigned Payroll and Human Resources software applications. Develops and utilizes database systems to capture and analyze human resource information. Oversees Payroll and Human Resources data systems and reporting frameworks, guaranteeing the integrity and precision of data. Processes payroll related requests, data requests, and develops and executes management and informational reports. Monitors and approves compensation and other modifications to employee records. Maintains position control and verifies that all employee requisitions are properly completed and approved. Assists with the implementation of human resource system functionality, improves system efficiency and user experience through technology implementation and process optimization, provides comprehensive training and support to end-users, and identifies and addresses process gaps to establish standardized procedures. Assists with the implementation of human resource system functionality, such as applicant tracking, substitute management systems, and specific internet human resource functions. and improve system efficiency and user experience through technology implementation and process optimization.~~

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FREQUENCY
1.	<del>Payroll and Compensation Administration:</del> Coordinates the automation of processing of specific changes such as salary, longevity, stipends, invoices, severance, contract back pay settlements, demographic information, step/range modifications, and benefits transactions.	Weekly 30%



CLASSIFICATION DESCRIPTION  
 TITLE: Payroll and HRIS ~~/Data Analyst~~  
 Specialist/~~Data~~ Data Analyst

2.	<p><del>HRIS reporting:</del> Utilizes database systems to collect, analyze and report human resource information. Designs reports to verify accuracy of data, generates routine reports on a scheduled basis, and creates ad hoc custom reports for the administration, governmental and other organizations, as well as for the general public. <del>Provides Compiles, audits and submits</del> for required and mandated governmental and agency reporting such as the STARS report to the State of Minnesota, pay equity reporting, and Minnesota School Boards Association reports. <del>As related to pay equity reporting and grading of positions for salary purposes, assists with job evaluation implementation. Compiles, analyzes and submits.</del> Provides reports and specific information pertaining to labor relations and negotiations.</p>	Daily 20%
3.	<p><del>HRIS:</del> Designs and implements methods to ensure data completeness and accuracy. Provides for <del>HRIS</del> systems data conversion, <del>and assists in system integrations,</del> as necessary. Serves as the District's liaison between Human Resources, Payroll, and Finance to ensure that data fields are properly set up, input and maintained so as to produce timely and accurate output to employees, administrators, governmental agencies, and the financial system. Maintains a secure database of job classification information, including job descriptions and statutory pay equity data.</p>	Weekly 15%
4.	<p><del>Employee Requisitions:</del> Maintains position control and verifies all requests for employee requisitions. Ensures the accurate completion of various forms submitted by supervisors, including employee requisitions. Obtains supervisory approval and budget authorization, when necessary, for new and current positions. Provides database information, essential to various staffing functions, to human resource managers, principals, and other administrative staff.</p>	Daily 15%
5.	<p>Assists in the <del>planning and coordinating the</del> implementation of the <del>IFAS human resource management</del> Enterprise Resource Planning (ERP) Business systems, <del>such as the applicant tracking module, including application scanning.</del> Assists in the customization of human resource management system software, as appropriate. Assists the Technology staff with periodic software systems updates, as appropriate. Works collaboratively with the Technology staff to fully implement internet functionality, such as HR web pages, on-line application processing, and intranet functionality for employee self-service, such as benefits open enrollment. <del>Maintains accurate documentation regarding system functions, operating procedures, and the dissemination of updates to users.</del> Assists with the technical aspects of the <del>Substitute Employee Management System (SEMS)-other human resources systems as directed.</del></p>	Weekly 15%



CLASSIFICATION DESCRIPTION

TITLE: Payroll and HRIS ~~/Data Analyst~~  
 Specialist/~~Data~~Data Analyst

6.	Keeps current on appropriate aspects of school district issues, positions, policies, data practices issues, labor agreement, benefit plan and payroll changes, and technology advances as these relate to HRIS functionality. Recommends applicable contract language changes. Provides general human resource systems training and advice to departmental staff.	Monthly- 5%
7.	<u>Assists with day-to-day departmental tasks and P</u> performs other duties of a comparable level or type <u>as assigned</u> . In the absence of clerical/technical support staff in the unit, provides backup for requests for database information and reports, as required.	As required
8.	<u>Provides input and support for the review and recommendation of assigned district systems and related subsystems to enhance performance and cost-effectiveness. Contributes to the planning and visioning for future system initiatives as needed.</u>	
9.	<u>Actively participate in ongoing self-training and attend administrator group meetings as directed.</u>	



## CLASSIFICATION DESCRIPTION

TITLE: Payroll and HRIS ~~/Data Analyst~~

Specialist/~~Data~~ Data Analyst

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

Requires a minimum of a baccalaureate degree in information systems, computer programming, or a closely-related technology field and two years of professional experience in data analysis, modeling and reporting, or an equivalent combination of education or training necessary to successfully perform the essential functions of the work.

Experience in Managing and/or supporting Information/Business Systems in a K12 School District or a large/company-wide database application system preferred.

Must be able to travel between District sites in a timely manner.

**Certification or Licensing Requirements** (prior to job entry):

None required upon entry.

**Knowledge Requirements:**

Requires knowledge of:

- Working knowledge of information systems principles, terms, theories and procedures.
- Knowledge of data file specifications and movement of data between systems, data extraction, adhoc/custom reporting, query of system data and creation of custom forms.
- Knowledge of computer-based human resource management information systems.
- Knowledge of the theory and principles of human resources and payroll administration.
- Knowledge of the laws of data privacy.
- Knowledge of technical writing and documentation.
- Considerable knowledge of standard software (databases, spreadsheets, word processors) for desktop computers.

**Skill Requirements:**

Skilled in:



## CLASSIFICATION DESCRIPTION

TITLE: Payroll and HRIS ~~/Data Analyst~~

Specialist/~~Data~~ Data Analyst

- Excellent problem solving and data analysis skills.
- Considerable ability to convert data into useful management information.
- Skilled in utilizing database system applications in a human resource or a closely-related environment;
- Skilled in creating reports from databases, using such report generators ~~as Crystal, IFAS, CDD, or Access.~~
- Ability to make accurate payroll and contractual related calculations and be detail-oriented.
- Excellent written and verbal communication skills, including the ability to make group presentations, as well as excellent interpersonal skills.
- Ability to meet essential deadlines in a work environment where there are frequent interruptions, prepare project plans and manage multiple projects simultaneously. as well as the ability to be flexible.
- Considerable ability to work independently without close supervision.
- Willingness to receive training or orientation on information or reporting issues unique to the education enterprise.
- Organization, with the ability to prioritize heavy workloads and meet deadlines.
- Troubleshooting situations, with limited administrative direction.
- Handling stressful situations, working in an environment where frequent interruptions exist, meeting deadlines and providing good customer service.
- Providing leadership and acting as a resource for work assignments for clerical staff; training clerical staff.



CLASSIFICATION DESCRIPTION

TITLE: Payroll and HRIS ~~/Data Analyst~~

Specialist/~~Data~~ Data Analyst

- Providing leadership and acting as a resource for work assignments for ~~other~~ clerical staff; training ~~other~~ clerical staff.



**CLASSIFICATION DESCRIPTION**  
**TITLE: Payroll and HRIS ~~/Data Analyst~~**  
**Specialist/~~Data~~Data Analyst**

<b>Physical Requirements:</b> Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.		√		
Up to 25 lbs.	√			
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>General Environmental Conditions:</b>				
<p>Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.</p>				
<b>General Physical Conditions:</b>				
<b>Work can be generally characterized as:</b>				
<p><b>Sedentary Work:</b> Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.</p>				

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



CLASSIFICATION DESCRIPTION

TITLE: Payroll and HRIS ~~/Data Analyst~~  
Specialist/~~Data~~Data Analyst

**Job Classification History:**

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting

**HR/BS Services Committee Monthly Fund Balance Report  
JANUARY 21, 2025 Committee Meeting**

**BUDGET SUMMARY**

1/10/2025

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	July - June		
General	01	\$ 121,707,253.72	\$ 122,151,680.37	\$ 39,623,612.14	\$ 3,916.85	\$ 82,531,985.08		32%		
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 1,885,735.04	\$ -	\$ 4,114,264.96		31%		
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 1,561,883.88	\$ -	\$ 4,770,306.97		25%		
Community Ed	04	\$ 8,580,500.00	\$ 8,665,718.02	\$ 2,149,505.68	\$ -	\$ 6,516,212.34		25%		
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 586,161.58	\$ -	\$ 2,186,013.85		21%		
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 2,326,891.19	\$ -	\$ 25,740,393.81		8%		
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%		
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 602,758.23	\$ -	\$ 347,241.77		63%		
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 248,412.50	\$ -	\$ 27,851.50		90%		
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 174,961,769.00</b>	<b>\$ 175,491,413.67</b>	<b>\$ 48,984,960.24</b>	<b>\$ 3,916.85</b>	<b>\$ 126,510,370.28</b>		<b>28%</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	July - June		
General	01	\$ 122,251,138.00	\$ 122,558,094.29	\$ 58,561,697.07	\$ 3,298,615.81	\$ 60,697,781.41		50%		
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 2,341,559.42	\$ 1,774,363.04	\$ 1,940,075.54		68%		
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 4,069,428.80	\$ 386,590.52	\$ 2,327,779.68		66%		
Community Ed	04	\$ 7,826,159.00	\$ 7,935,377.02	\$ 3,489,005.43	\$ 72,331.11	\$ 4,374,040.48		45%		
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 4,738,121.15	\$ 970,109.08	\$ 1,200,391.20		83%		
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 607,033.91	\$ -	\$ 386,397.66		61%		
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	\$ 688,613.41	\$ -	\$ 240,950.59		74%		
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 167,432.83	\$ 17,034.27	\$ 195,525.90		49%		
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 179,598,304.00</b>	<b>\$ 180,202,141.31</b>	<b>\$ 76,473,460.12</b>	<b>\$ 6,519,043.83</b>	<b>\$ 97,209,637.36</b>		<b>46%</b>		

Extra Curricular Fund 01 Prog 298  
Revenue \$ 233,009.27  
Expense \$ 269,409.09

**Fundraisers Reported  
December 2024**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld	Debate team	\$1,400.00	
Lester Park	Schoolwide	\$26.80	
Lincoln Park	6 <sup>th</sup> Grade	\$2,000.00	This crowd funding would use GiveMN.org as our crowd funding platform
Lincoln Park	7 <sup>th</sup> Grade	\$2,500.00	We will use GiveMN.org, but this was not an option in the dropdown menu
Lincoln Park	8 <sup>th</sup> Grade	\$2,500.00	We will use GiveMN.org but it was not listed in the dropdown menu

**Expenditure Contracts Signed  
December 2024**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

**\* Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Johnson Controls	\$56,206.00	Facilities (DR)	Install of a new chiller at MWES (Under LTFM funds)
Johnson Controls	\$124,500.00	Facilities (DR)	Supply of new chiller at MWES (Under LTFM funds)
CDW	\$267.62*	Technology (DU)	Purchase of three Unified Attendant Console applications (used for answering/transferring phone calls)
School Mint	\$25,000.00*	Communications Officer (DU)	Enrollment advertising campaign
Leaf	\$4,284.00*	Purchasing (DU)	Lease for Konica Minolta Bizhub 558e System
Duluth Area Family YMCA	\$6.00 per student per visit	Special Services (DU)	DPS Special Education students will have access to specified YMCA facilities and programs at EWC/DT
Tiffany Fenner	\$1,000.00*	Early Childhood/Head Start (DR)	Contractor will schedule eight classroom art lessons and one family event per building
Carla Hamilton	\$2,000.00*	Early Childhood/Head Start (DR)	Contractor will schedule 16 classroom art lessons and one family event per building
Jaimie Petite Sr.	\$2,000.00*	Am. Indian Education (DR)	Drumming performance at Denfeld HS
Dr. Dan Ninham	\$16,500.00*	Am. Indian Education (DR)	Provide instruction on Indigenous games, foods, health, cultural knowledge for students and staff

Brooke Lunski	\$750.00*	Office of Education Equity (DR)	Co-group leader and advisor for Diamond and Pearls Afterschool Mentoring Program
Lavenda Vann	\$1,125.00*	Office of Education Equity (DR)	Co-group leader and advisor for Diamond and Pearls Afterschool Mentoring Program
Liang-pi Yang	\$3,200.00*	Office of Education Equity (DR)	Provide an after-school Mandarin club with Chinese learning to a group of up to 25 at Lowell ES
Dr. Ariri Onchwari	\$1,800.00*	Office of Education Equity (DR)	Provide an eight-week family engagement workshop for African American parents of young children, titled “Empowering African American Parents Using the Circle of Security Principles with Socio-political & Cultural Sensitivity”
Dr. Ariri Onchwari	\$1,800.00*	Office of Education Equity (DR)	Provide an eight-week family engagement workshop for immigrant families, titled “Empowering Immigrant Parents Through Circle of Security and Socio-political Awareness”
Keegan Foster	\$400.00*	Denfeld HS (DU)	Denfeld HS choreography for Solid Gold Choral Group



# Proposal

To: Mr. Jeremy DeGraef  
Duluth School District  
709 Portia Johnson Dr.  
Duluth, MN 55811

November 21, 2024

**Proposal: Install of a new Chiller at Myers Wilkins School.**

**Base Proposal:**

- Includes the removal of the existing chiller.
- Includes the install of a new like for like York chiller. Actual chiller is on a separate contract
- Includes electrical disconnect and reconnect.
- Includes insulation on new piping.
- Includes crane work.
- Includes old refrigerant disposal.
- Includes controls labor to set up new chiller on system.
- Includes disposal of old chiller.

**Install and all other work: \$56,206.00**

This quotation is good for 60 days.

Thank you for the opportunity to provide this proposal. Please contact me at 218-725-6762 with any questions.

**AUTHORIZATION TO PROCEED WITH PROPOSED WORK:**

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the following page.)  
This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser  
Company: Duluth Public Schools

Johnson Controls, Inc.

Signature: Ben LaLone  
Name: Ben LaLone

Ben LaLone  
Service Account Executive

Date: 1.7.25

P.O. Number \_\_\_\_\_

**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.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will

**Johnson Controls, Inc.**  
4627 Airpark Blvd.  
Duluth, MN 55811

**Direct 218-725-6762**  
**FAX 218-727-7945**



# Proposal

be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

**Planned Monthly Progress Billing Schedule of Values**

Description	%
Deposit/Advance Payment/Mobilization	50
Prior to Delivering Material (Engineering/Material)	20
Monthly Progress Billing (Installation/Commissioning)	30

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

**To ensure that JCI 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 \_\_\_\_\_

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "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 Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser 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. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or 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 work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSS, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.

**2. DEPOSIT, INVOICING & PAYMENTS.** Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. 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. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser 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 work 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 Purchaser 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 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 Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser'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

**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 therefor.

**4. LIMITED WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through JCI owned and operated branches, JCI also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). JCI will not provide a credit against purchase price if offered Year One Service is declined. 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 Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. 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 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.

**5. 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 Purchaser 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, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, 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 arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

**6. TAXES/TARIFFS.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

**7. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances 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 Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI.

**8. 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 of a permanent nature shall be procured and paid for by the Purchaser.

**9. SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

**10. 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 Purchasers 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 Purchasers 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 Purchaser 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, Purchaser 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 JCI claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

**11. 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.

**12. INDEMNITY.** To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

**13. PATENTS.** JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

**14. OCCUPATIONAL SAFETY AND HEALTH.** 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.

**15. PURCHASER RESPONSIBILITIES.** Purchaser 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 Purchaser and/or end user against unauthorized access. Purchaser 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 MAJEURE.** 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, Purchaser 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 or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**17. FAR.** In the United States, 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.

**18. 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 the right to collect, transfer, 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.

**19. 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/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) 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/generaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generaltos) 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 Johnson Controls' 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.

**20. PRIVACY.**

(a) *JCI as Processor.* Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply.

(b) *JCI as Controller.* JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

**21. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

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



# Proposal

To: Mr. Jeremy DeGraef  
Duluth School District  
709 Portia Johnson Dr.  
Duluth, MN 55811

November 21, 2024

**Proposal: Supply of new Chiller at Myers Wilkins School.**

**Base Proposal:**

- Includes the supply of a new like for like York chiller.
- R454B refrigerant
- Service isolation valves
- Hot gas bypass
- Louvered enclosure panels
- Acoustic sound blanket
- Ultra quiet fans
- 1" spring isolators
- Factory start up
- 2 year full unit parts and labor warranty
- 5 year compressor parts only warranty
- 2 year refrigerant warranty

**Tax Exempt Chiller: \$124,500.00**

This quotation is good for 60 days.

Thank you for the opportunity to provide this proposal. Please contact me at 218-349-7973 with any questions.

**AUTHORIZATION TO PROCEED WITH PROPOSED WORK:**

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the following page.)  
This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser  
Company: Duluth Public Schools

Johnson Controls, Inc.

Signature: Emme Zurek  
Name: Emme Zurek

Ben LaLone  
Service Account Executive

Date: 1.7.25

P.O. Number \_\_\_\_\_

**CUSTOMER ACCEPTANCE:**



# Proposal

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.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	50
	%
Prior to Delivering Material (Engineering/Material)	20
	%
Monthly Progress Billing (Installation/Commissioning)	30
	%

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

**To ensure that JCI 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 \_\_\_\_\_

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "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 Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser 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. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or 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 work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.

**2. DEPOSIT, INVOICING & PAYMENTS.** Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms.

Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. 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. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser 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 work 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 Purchaser 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 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 Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing.

and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser'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

**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. LIMITED WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through JCI owned and operated branches, JCI also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). JCI will not provide a credit against purchase price if offered Year One Service is declined. 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 Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. 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 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.

**5. 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 Purchaser 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, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, 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 arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

**6. TAXES/TARIFFS.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

**7. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances 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 Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI.

**8. 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 of a permanent nature shall be procured and paid for by the Purchaser.

**9. SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

**10. 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 Purchasers 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 Purchasers 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 Purchaser 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, Purchaser 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 JCI claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

**11. 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.

**12. INDEMNITY.** To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

**13. PATENTS.** JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

**14. OCCUPATIONAL SAFETY AND HEALTH.** 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.

**15. PURCHASER RESPONSIBILITIES.** Purchaser 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 Purchaser and/or end user against unauthorized access. Purchaser 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 MAJEURE.** 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, Purchaser 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 or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**17. FAR.** In the United States, 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.

**18. 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 the right to collect, transfer, 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.

**19. 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/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) 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/generalatos](http://www.johnsoncontrols.com/buildings/legal/digital/generalatos) 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 Johnson Controls' 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.

**20. PRIVACY.**

(a) **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply.

(b) **JCI as Controller:** JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

**21. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

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



**Customer Order Form**  
**Cisco Products and Services**

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 6.61 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Remaining Term Unit Fee	UOM	Remaining Term Total Service Fee	Initial Subscription Term Total Service Fee
EntW On-Premises Calling	1200	\$26.05	Per Each	\$31,265.81	\$31,265.81
Unified Attendant Console Standard	3	\$89.21	Per User	\$267.62	\$267.62
<b>Total Service Fees</b>		<b>\$115.26</b>		<b>\$31,533.43</b>	<b>\$31,533.43</b>

Initial Subscription Term Total : \$31,533.43

Terms:

- TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at [www.CDW.com](http://www.CDW.com), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
- AVAILABILITY LEVEL COMMITMENT** - If Customer selects a Cisco Cloud Calling product, including but not limited to Webex Calling or UCM Cloud, Seller extends an availability level commitment of 99.99% subject to certain exclusions and qualifications, which are available upon request. The sole remedy for a failure to meet this commitment will be a prorated credit up to the price paid for the Cisco Cloud Calling product and will be applied for future payables. This availability level commitment will be measured on a given thirty (30) day period and any request for credit must be submitted to Seller in writing within thirty (30) days of failure to meet such commitment.
- TAXES** - Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. Seller will collect applicable sales tax for the Webex service, and if Customer selects a Cisco Calling Plan service Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC the provider of the Cisco Calling Plan.
- PAYMENT** - Customer will pay all Fees for the use of the Cisco Products and Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any true-forwards, overage fees, audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee on a periodic basis as set forth above unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, overage, or any other additional fees on a monthly basis. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".
- NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
- SERVICE SUSPENSION** - In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") pursuant to the Cisco end user license agreement, which can be found at the following URL <http://www.cisco.com/go/eula> ("End User License Agreement") and any Product Specific Terms found at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>. Customer further acknowledges: (1) that it has agreed to the Cisco End User License Agreement, and (2) that Cisco or its affiliates and not Seller will be responsible for performance of the Cisco Products and Services.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: *Simone Zurch*  
 Name: *Simone Zurch*  
 Title: *Exec. Dir. Business Services*  
 Date: *1-8-25*

Version Date: 1/8/2025



Date: 1/8/2025  
Customer: INDEPENDENT SCHOOL DISTRICT 709  
Subject: Add Attendant Console licenses

Quote Expiration Date: 2/7/2025  
Billing Frequency: Prorated  
Remaining Subscription Term (months): 6.61  
Auto-Renewal: No

Services Description	Services Fee
Add three (3) Attendant Console Standard licenses to existing Cisco Flex subscription with current term ending on July 28, 2025, prorated to 6.61 remaining months, assuming a January 10, 2025 start date.	
Total	\$267.62
<b>Total Services Fees</b>	<b><u>\$267.62</u></b>

*Ermine Znuich*

**Agreement for**  
Duluth Public Schools - Independent  
School District 709

**Address**  
215 N 1ST AVE E  
DULUTH, Minnesota  
55802

**Primary Contact Name**  
Adelle Wellens

**Prepared by**  
Franco Cruz





Q-18841

**SchoolMint Inc.**  
 319 Monroe Street  
 Lafayette, LA 70501  
 info@schoolmint.com

**Duluth Public Schools -  
 Independent School District  
 709**  
 215 N 1St Ave E  
 Duluth, Minnesota  
 55802-2069  
 Adelle Wellens

This Order Form (this "Agreement") is entered into as of 12/20/2024

(the "Effective Date"), by and between Duluth Public Schools - Independent School District 709("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 12/23/2024 until 6/22/2025.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Period 1: 12/23/2024-  
 6/22/2025

PRODUCT NAME	DESCRIPTION	QTY	LIST PRICE	PRODUCT START DATE	PRODUCT END DATE	EXTENDED
Digital Advertising Services District	Annual Social Media Marketing for Districts (includes advertising and optimization work)	1	\$25,000.00	12/23/2024	6/22/2025	\$25,000.00
<b>Period 1: 12/23/2024-6/22/2025 TOTAL:</b>						<b>\$25,000.00</b>

**Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.**

**Services**

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

**Payment Terms**

Payments can be made by bank transfer to:

Bank Name: Webster Bank  
Bank Holder: SchoolMint Inc.  
Account No.: 23135570  
ABA/Routing #: 211170101

Terms: Net 30 days unless otherwise set forth in the Terms of Service.

By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's

Terms of Service v1.24  
(<https://schoolmint.com/terms-of-service/>)

and

Data Privacy Agreement

(<https://schoolmint.com/student-data-privacy-agreement/>).

**Duluth Public Schools  
- Independent School  
District 709**

By:

Signed by:  
*Simone Zurich*  
E8A9815704064D6...

Name:

Simone Zurich

Title:

Exec Director of Bs Services

Date:

12/20/2024

**SchoolMint Inc.**

By:

DocuSigned by:  
*Elva Resillez*  
01D7368DD948499...

Name:

Elva Resillez

Title:

Sr. Director of Revenue Operations

Date:

12/20/2024

### Client Information Sheet

#### Main Contact

Name Simone Zunich

Phone 218-336-8704

Email Address simone.zunich@isd709.org

Address 709 Portia Johnson Dr. Duluth MN 55811

#### Onboarding/Implementation Contact

Name Adelle wellens

Phone 2183368700

Email Address adelle.wellens@isd709.org

#### Technical Contact

Name adelle.wellens@isd709.org

Phone 218.336.8700

Email Address adelle.wellens@isd709.org

#### Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: ISD# 709 Duluth Public Schools

Attention to & Address Invoice Should be Sent to: Accounts Payable

Phone 218.336.8700

Email Address ap.vendor@isd709.org

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to [orders@schoolmint.com](mailto:orders@schoolmint.com) along with this order form to avoid delays.

PO required?

Yes

Tax Exempt?

Yes

If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**SchoolMint Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**319 Monroe Street**

6 City, state, and ZIP code  
**Lafayette, LA 70501**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	6	-	3	5	8	9	7	0	0
---	---	---	---	---	---	---	---	---	---

## 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 ▶ **1/24/2024**

## 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.*

## Statement of Work

This Statement of Work is being entered into simultaneously with the Master Services Agreement to which it is attached, adopts the definitions therein, and describes the Services to be provided by SchoolMint to Client and the Payment Schedule that Client has agreed to (whether Monthly or Annual), all under the terms and conditions of the Master Services Agreement.

### 1. THE SERVICES

1.1. Onboarding and Research. During the onboarding and research phase, SchoolMint agrees to:

(a) Collect information about Client through phone call communications and documentary questionnaires

(b) Compile a marketing plan that contains a collection of market data, an "Ideal Parent Persona" based on said data, and recommend customised ad themes, and

Provide one sample preliminary and customised advertising campaign containing graphics, video, and/or advertising text.

1.2. Enrollment Service Phase. The enrollment service phase may begin following the completion of the onboarding and research phase. During the enrollment service phase, SchoolMint agrees to:

(a) Create, provide to Client for approval, and, upon approval, launch an advertising campaign containing videos, graphics, and PDFs. New and additional advertising campaigns are created on a recurring basis at a frequency determined by SchoolMint in its sole discretion based on its expertise and experience. For illustrative purposes only, SchoolMint represents that it is not uncommon to create one new advertising campaign each month.

(b) Create, provide to Client for approval, and, upon approval, launch isolated web pages for Client's educational institution. Prospects may be directed to the web pages when they click on certain advertisements.

(c) Create and provide to Client a detailed performance report every week that presents relevant marketing campaigns created by SchoolMint on behalf of Client and demonstrates the results of said marketing campaigns.



(d) Manage various SchoolMint-created advertising campaigns directly on Facebook / Instagram and create at least four Facebook / Instagram campaigns containing 40 advertisement variations each (160 advertisements in total).

(e) Manage the advertising budget that will be paid to Facebook / Instagram.

(f) Respond to inbound inquiries that come through SchoolMint's online forms, qualify the inquirer, and schedule a call for Client interaction with the inquirer. 1.1. Additional Services. We are also offering: a Fast Track campaign, ready to launch in 2 weeks, a custom flyer design, a Mystery Shopping service (call your school and 2 competitors), a viewbook redesign service, a shareable copy of the Presentation Video, the initiation of your application process with parents that inquire, application reminders, and the follow up service on your old list of leads. Also, you will have a dedicated account manager and you will have full ownership of the materials that will be created for your school, as mentioned above as well.





LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: ISD709 Duluth Publics School dba Ordean East Middle School
Billing Address: 709 Portia Johnson Drive, Duluth, MN 55811
Equipment Location (if other than Billing Address): 2900 East 4th Street, DULUTH, MN 55812

Table with columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Includes equipment description: Konica Minolta Bizhub 558e System.

BASE TERM IN MONTHS: 36
TOTAL NUMBER OF LEASE PAYMENTS: 36 @ \$119.00 (plus taxes)
END OF LEASE PURCHASE OPTION: [X] \$1.00, plus taxes

\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.
Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: ISD709 Duluth Publics School dba Ordean East Middle School
Print Name: Simone Zurich
Title: Exec. Dir. Business
E-Mail Address: simone.zurich@isd709.org
Date: 12-18-24
Text ID Number: 416003776

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X 53
Accepted by: LEAF Capital Funding, LLC By:
Print Name:
E-Mail Address:
Title:
Date:



SCHEDULE A TO LEASE AGREEMENT  
(EQUIPMENT DESCRIPTION)

Lease Application No.: **980106**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 2900 East 4th Street, DULUTH, MN 55812

1 Konica Minolta Bizhub 558e System

LESSEE: ISD709 Duluth Publics School dba Ordean East Middle School

BY: *Simone Zunic*  
 PRINT NAME: *Simone Zunic*  
 TITLE: *Exec. Dir. Business Services*  
 DATE: *12-18-24*

LEAF CAPITAL FUNDING, LLC

BY: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

54



**DELIVERY AND ACCEPTANCE CERTIFICATE**

Date of Equipment Delivery: \_\_\_\_\_

Application No.: 980106

ISD709 Duluth Publics School dba Ordean East Middle School ("Customer") hereby certifies that all of the equipment, software and other property (collectively, "Equipment") referred to in that certain Agreement related to the above referenced application number (the "Agreement") by and between Customer and LEAF Capital Funding, LLC ("LEAF") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to LEAF that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to LEAF that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES LEAF TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: <u>ISD709 Duluth Publics School dba Ordean East Middle School</u>
By: <u><i>Simone Zurich</i></u>
Print Name: <u><i>Simone Zurich</i></u>
Title: <u><i>Exec. Dir. Business Services</i></u>
E-Mail Address: <u><i>simone.zurich@isd709.org</i></u>
Date: <u><i>12-18-24</i></u>

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



LEAF AUTOPAY PROGRAM
(AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

Customer Name: ISD709 Duluth Publics School dba Ordean East Middle School

Application Number: 980106

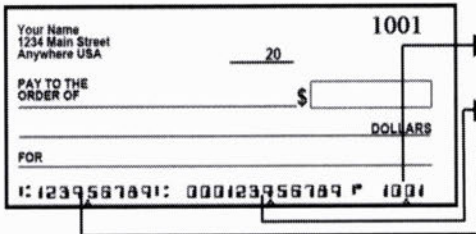
In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), LEAF Capital Funding, LLC AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank").

Recurring Authorization: Initial to the left to authorize a RECURRING ACH authorization.

One-time Payment: Initial to the left to authorize a ONE-TIME debit of the below account of \$95.00 plus taxes.

BANK NAME: ABA/ROUTING NUMBER: BRANCH: ACCOUNT NAME: CITY: STATE: ZIP: ACCOUNT NUMBER:

(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



The check number is on the top and bottom right of the check - we do not need the check number. Account Number is the middle group of 12 numbers on the bottom of your check. Routing Number is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Signature: X Print Name: Title: Date: Phone Number: E-mail Address: Customer Billing Contact Information (if different from information on left): Name: Title: Phone Number: E-mail Address:

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER AND THAT THE ACCOUNT IS PRIMARILY FOR COMMERCIAL AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

## **Memorandum of Understanding (MOU) Between ISD 709 Special Education and the Duluth Area Family YMCA**

### **Purpose:**

This MOU outlines the partnership between ISD 709 Special Education and the Duluth Area Family YMCA for the provision of services to ISD 709 Special Education students utilizing the YMCA at the Essentia Wellness Center (EWC) during the 2024-2025 school year. This agreement establishes expectations, responsibilities, and financial arrangements to support student access to the YMCA facilities and programming in alignment with their educational and developmental goals.

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### **1. Parties Involved:**

**ISD 709 Special Education**

**Duluth Area Family YMCA – YMCA at the Essentia Wellness Center (EWC) and Downtown Duluth YMCA (DT)**

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### **2. Duration of Agreement:**

This MOU is effective from **September 01, 2024, through September 01, 2025**, unless amended or terminated as provided within this agreement.

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### **3. Scope of Services:**

Under this MOU, ISD 709 Special Education students will have access to specified YMCA facilities and programs at EWC/DT. These may include but are not limited to the aquatics area, gymnasium, and designated activity areas, as agreed upon by both parties. Access aims to support physical, social, and educational development consistent with each student's individualized education program (IEP) goals.

---

### **4. Responsibilities of Each Party:**

- **ISD 709 Special Education:**
    - Coordinate student schedules, staffing, and transportation to the EWC/DT.
    - Ensure proper supervision of students during YMCA activities and compliance with YMCA facility guidelines.
    - Provide the YMCA with a list of student participants and any necessary information to ensure a safe and supportive environment.
  - **Duluth Area Family YMCA:**
    - Grant access to agreed-upon EWC/DT facilities and provide support staff as needed to assist ISD 709 students in participating in activities.
    - Work collaboratively with ISD 709 staff to support individualized programming that aligns with student goals.
    - Inform ISD 709 of any policy or schedule changes impacting facility access or availability.
- 

### **5. Financial Terms:**

The cost per student for participation in the YMCA at the Essentia Wellness Center will be as follows:

- **Per Student Fee:** \$6.00 per visit
  - **Billing Frequency:** Quarterly based on actual usage (select one)
  - **ISD 709 agrees to remit payment within 30 days of receiving each invoice from the YMCA.**
-

**6. Liability and Insurance:**

Each party agrees to maintain their respective liability insurance coverage and hold each other harmless for any claims arising from activities under this MOU, except where caused by the negligence or misconduct of the other party.

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**7. Termination:**

Either party may terminate this MOU with a 30-day written notice. Upon termination, any outstanding obligations, including payment for services already rendered, shall be settled.

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**8. Signatures:**

*This agreement is made in good faith and entered into on this 09 day of December, 2024.*

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**For the Duluth Area Family YMCA:**

Name: Logan Thoreson  
Title: Director of Aquatics  
Date: 12.09.2024

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**For ISD 709 Special Education:**

Name: *Lora Thurston*  
Title: *Assistant Director Special Services*  
Date: *12/30/24*

---

**End of Document**

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of December, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 and shall remain in effect until May 31, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Tiffany Fenner PO Box 17370 Lot #1718 Saint Paul, MN 55117.

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

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

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

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

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

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

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

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



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

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

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

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

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 12-23-24  
  
 Program Director \_\_\_\_\_ Date 1.2.25

**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).

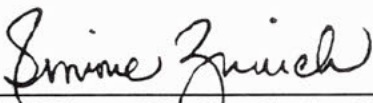
**Please check the appropriate line below:**

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	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1.6.25

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6 day of December, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Carla Hamilton an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** Schedule 16 classroom lessons between the dates of January 6-May 22. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 6, 2025 and shall remain in effect until May 22, 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.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and in performing said obligations up to a sum not to exceed up to ten hours or \$2000 in artist fees.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Carla Hamilton PO BOX 83 Wrenshall, MN 55797.

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

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

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

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

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

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

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

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

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

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

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

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



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25<sup>th</sup> day of November, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jaimie Petite Sr., an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11-25-2024 and shall remain in effect until June 1<sup>st</sup> 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)*  
Drumming performance at Denfeld HS

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 \$300.00 hourly and \$2,000 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: \_\_\_\_\_, 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.


[REDACTED]
11-25-24  
 Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
 Program Director Date

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

**This contract is funded by either:**

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

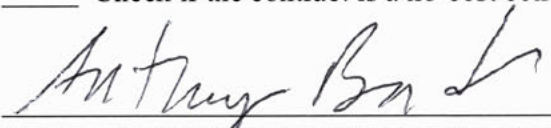
**Please check the appropriate line below:**

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

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

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

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


12/3/24  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of November, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Dan Ninham, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 29th, 2024 and shall remain in effect until June 30th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

★ **Provide instruction on Indigenous games, foods, health, cultural knowledge for students and staff. Provide professional development on Indigenous focused topics in education.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$ 650 (Six hundred - fifty dollars) per day \$100 per additional event (out of school time ) and \$ 16, 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: Duluth American Indian Education \_\_\_\_\_, 709 Portia Johnson Drive, Duluth, MN 55811.

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

Dan Ninham P.O. Box 652 Red Lake , MN 56671 \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

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

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

[Signature] \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 12-2-24

\_\_\_\_\_  
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).

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

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

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

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

[Signature]

12/11/24  
Date

12/11/24

**American Indian Education Program Plan: Indigenous Games**  
**Jamie de la Cruz** **December 2024**

**Program Plan / Budget** **Total Student contacts = est: 3,000**

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

**Area 2 : Support Academic Achievement of American Indian Students**

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

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

**Area 5: Develop Intercultural Awareness and Education among pupils, parents, staff, and community.**

**Dates:**

Northern Indigenous Games with Dr. Dan Ninham @ Duluth Public Schools varies sites. ( 10 school day presentations throughout the district ).

Dr. Dan Ninham is scheduled to come to Duluth Public schools and teach traditional Indigenous games. Dr. Ninham has been requested by Myers-Wilkins and Lowell, Piedmont, Congdon, Lakewood and Rockridge, Lincoln Park, Denfeld, other sites TBD.

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

<b>Budget :</b>	10 days	@	\$ 650.00	=	\$ 6,500.00
	4 community event	@	\$ 100.00 / event ( optional )	=	\$ 400.00
	10 hotel nights	@	\$ 150.00 / night (estimate)	=	\$ 1,500.00
<hr/>					
<b>Total :</b>	<b>10 days + 4 community events</b>			<b>=</b>	<b>\$ 8,400.00</b>

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 16 day of December, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Brooke Lunski, 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 December 16th and shall remain in effect until June 1st 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Monday after school using pathways 2 success curriculum.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$ 750 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: Office Education Equity , 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)

Brooke Lunski 4130 W. 7th St. Duluth, MN 55807

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.

Bob Smith \_\_\_\_\_ [REDACTED] 12-6-24

**Contractor Signature** \_\_\_\_\_ **SSN/Tax ID Number** \_\_\_\_\_ **Date** 12-11-24

Nathan Smith

**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	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zunic \_\_\_\_\_ 12.13.24

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of December, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lavenda Vann, 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 December 16th and shall remain in effect until June 1st 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Mrs.Vann will meet with every Monday after school using pathways 2 success curriculum.*

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 \$75 hourly and \$ 1,125 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: Office Education Equity , 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)

Lavenda Vann 1719 upham rd. 55811.

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:

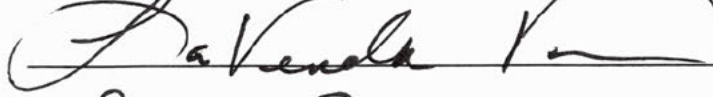

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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


[REDACTED]
12/6/2024  
 Contractor Signature SSN/Tax ID Number Date  

12-11-24  
 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	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX


12.13.24  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23th December 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Liang-pi Yang, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2nd, 2025 and shall remain in effect until June 15th, 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 an after-school Mandarin club with Chinese learning to a group of up to 20-25 Lowell Elementary students. Students will have 12 times of language and culture exploration in the 2024-25 school year. Students will learn to speak and write basic Chinese characters and sentences, such as numbers, greeting words and colors. Students will also get access to Chinese culture through activities such as dance, songs, etc. Contractor will partner with UMD Chinese Area Studies program, and UMD professors for after-class club student instructor recruiting; the Office of Education Equity will contract with 2 student interns at a rate of \$20/hour up to 16 hours per student intern. The Office of Education Equity will support purchasing cultural activity supplies up to \$800. The Office of Education Equity will support purchasing snacks for the program up to \$400. The Office of Education Equity will support paying for background checks for contractor and student interns up to \$20 per person.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$3,200 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: Anthony Bonds, 709 Portia Johnson Drive, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: 2107 Ponderosa Avenue, Duluth MN 55811

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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.** Not applicable

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 12/23/2024  
  
 Program Director \_\_\_\_\_ Date 12/23/24

**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 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

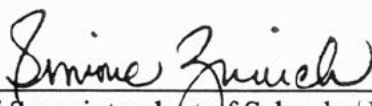
**Please check the appropriate line below:**

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

01 E	005	605	313	305	314
XX	XXX	XXX	XXX	XXX	XXXXXX

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 12.31.24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of December, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Ariri Onchwari, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2nd, 2024 and shall remain in effect until June 1st, 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 an 8 week family engagement workshop for African American parents of young children, titled: Empowering African American Parents Using the Circle of Security Principles with Socio-political & Cultural Sensitivity. Program duration will be 8 weeks, one day a week for 1.5 hours per session. Target audience are immigrant parents and caregivers. Goal is to equip parents/caregivers with tools from the Circle of Security Model while fostering discussions on sociopolitical, antiracist and economic issues.

Week 1: Introduction to the Circle of Security Model

Week 2: Exploring children's needs & Understanding socio-political context

Week 3: "Being With" & Antiracism

Week 4: The Path to Security & Economic Challenges and Resilience

Week 5: Exploring our struggles II & Examining our Culture

Week 6: "Rupture & Repair" & Building support networks

Week 7: Resilience, Advocacy & joy

Week 8: Reflection and future steps

*\*Weekly goal topics are subject to change based on identified needs of active participants*

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

Contractor will be working with parents and caregivers. Background check not applicable.

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 \$1,800

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 contractor shall be responsible for all materials provided to parents and other participants

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: Anthony Bonds, 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 by email to jonchwar@d.umn.edu

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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.


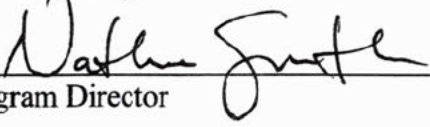
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates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

17. **Insurance.** (Not applicable)

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 12/20/2024  
  
 Program Director \_\_\_\_\_ Date 12/20/2024

**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.

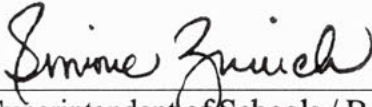
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1. The following budget (include full 16 digit code); or
  2. will be paid using Student Activity Funds; or
  3. is no cost contract (e.g. Memorandum of Understanding).

**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.

01	E	005	605	313	305	314
XX	XXX	XXX	XXX	XXX	XXXXXX	

Check if the contract will be paid using Student Activity Funds  
 Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1.8.25

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of December, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Ariri Onchwari, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2nd, 2024 and shall remain in effect until June 1st, 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 an 8 week family engagement workshop for immigrant families, titled: Empowering Immigrant Parents Through Circle of Security and Sociopolitical Awareness. Program duration will be 8 weeks, one day a week for 1.5 hours per session. Target audience are immigrant parents and caregivers. Goal is to equip parents/caregivers with tools from the Circle of Security Model while fostering discussions on sociopolitical, antiracist and economic issues.

Week 1: Introduction to the Circle of Security Model

Week 2: Understanding socio-political context

Week 3: Antiracism and Family identity

Week 4: Economic Challenges and Resilience

Week 5: Implementing Circle of Security Strategies

Week 6: Advocacy and Community Engagement

Week 7: Building support networks

Week 8: Reflection and future steps

*\*Weekly goal topics are subject to change based on identified needs of active participants*

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

Contractor will be working with parents and caregivers. Background check not applicable.

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 \$1,800

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 contractor shall be responsible for all materials provided to parents and other participants

**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: Anthony Bonds, 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 by email to jonchwar@d.umn.edu

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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.


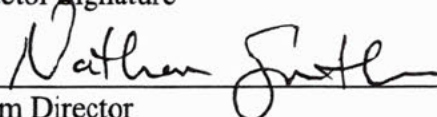
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17. **Insurance.** (Not applicable)

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 12/20/2024  
  
 Program Director \_\_\_\_\_ Date 12/20/24

**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 16 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.

01	E	005	605	313	305	314
XX	XXX	XXX	XXX	XXX	XXXXXX	

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1.8.25

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21 day of November, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Keegan Foster, 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 11/14/24 and shall remain in effect until 9/1/25, 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)* Dentfeld Choreography for Solid Gold Choral Group

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 \$25 hourly and \$400 in total.

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

Keegan Foster



11/21/24

Contractor Signature

SSN/Tax ID Number

Date

Rachel Lofald

12/12/24

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:**

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01	E	215	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Erin Zinich

12.31.24

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

Date

**Revenue Contracts Signed  
December 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>
St. Louis County	\$389,304.00	Teaching, Learning, Equity	C&C Mentor Payout from SLC – ARPA Subaward Agreement Amendment (Contract No. 17220D)
State of Minnesota	\$73,203.00	Teaching, Learning, Equity	Joint Powers Agreement for Culturally Responsive Arts Education Cohort Members

**ARPA Subaward Agreement Amendment**

THIS AMENDMENT, to the attached Contract No. 17220, is entered into and between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as "Grantee" for the performance period of December 1, 2024, through December 31, 2024.

WITNESSETH

WHEREAS, the County has established Contract No.17220C with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282 and Board Memo 24-63; and

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

WHEREAS, the ARPA Subaward Agreement provides for a subaward of funds from the Coronavirus Local Fiscal Recovery Fund ("CLFRF") established by the portion of section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2, 135 Stat. 4 (2021), that is codified at 42 U.S.C. § 803; and

WHEREAS, on December 24, 2023, the County Board of Commissioners adopted Resolution No. 23-566 authorizing the County to amend the ARPA Subaward Agreement to recategorize the subaward as a non-subaward use of CLFRF funds by the County under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d); and

WHEREAS, the County will continue funding mentor and C&C Coordinator services with the Grantee, the C&C Coordinator servicing all participating St. Louis County schools and districts (with exception of ISD709 who has its own C&C Coordinator), all other duties remaining the same.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and Grantee agree:

- A. Section 1 of the Amended Service Agreement shall be replaced with the following:

This Agreement and performance period shall commence on December 1, 2024 and terminate on December 31, 2024.

- B. Sections 2 - 3.1 of the Amended Service Agreement shall remain in full force and effect.

C. Section 3.3 shall be replaced with the following, renumbered as section 3.2:

County shall disburse allocated funds to Districts/Schools through contract amendments for the agreed upon amount of Check and Connect in the 2025-26 school year with a final payout for the total County portion, to be paid in one installment for the services upon execution of this document by the parties. The total County payout to the Grantee shall equal \$389,304.00, with the Districts/Schools maintaining responsibility for the remaining amount.

In summary:

County share for FY26: \$ 389,304.00

New contract maximum FY21-26: \$ 2,487,811.07

Final Payout, December 1 – December 31, 2024: \$ 389,304.00

D. All other sections of the ARPA Subaward Agreement shall be deleted and replaced with the following.

4. Grantee shall comply with ARPA, any administrative rule with respect to ARPA, any interpretive guidance issued by the U.S. Department of Treasury with respect to ARPA, and any other applicable law relating to this agreement. Grantee shall promptly comply with any reasonable request made by the County for the purpose of monitoring or ensuring compliance with this agreement or any applicable law relating to this agreement.
5. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this agreement are subject to examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Grantee agrees to maintain such evidence for a period of six years from the termination of this agreement or longer if any audit in progress requires a longer retention period.
6. Grantee agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. Grantee further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over Grantee's performance of its obligations set forth in this agreement.
7. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantee's performance of its obligations set forth in this agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Grantee, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such


obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this agreement.

8. To the fullest extent permitted by law, Grantee shall indemnify the County for all losses that (a) are incurred by the County, (b) arise from the acts or omissions of Grantee in connection with this agreement, and (c) result from the recoupment of any funds by Treasury under 42 U.S.C. § 803(e) and 31 C.F.R. § 35.10.
9. Any amendment, variation, modification, or waiver of the provisions of this agreement shall be valid only when they have been reduced to writing and signed by the authorized representatives of the County and Grantee. This agreement shall supersede all other oral and written agreements prior to execution of this document.
10. If Grantee fails to perform any of the provisions of this agreement, such failure shall constitute a default. Unless Grantee's default is excused by the County, the County may, upon written notice, immediately terminate this agreement in its entirety. The County may, but is not required to, allow Grantee to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If Grantee fails to cure its default in accordance with the terms or within the timeframe required by the County, this agreement shall automatically terminate.
11. This agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.
12. Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.
13. The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.
14. By entering into this agreement, Grantee certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud or official misconduct within the past three years.
15. This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.

16. For the avoidance of doubt, under this Amendment to ARPA Subaward Agreement, the subaward under the ARPA Subaward Agreement is recategorized as a non-subaward use of CLFRF funds by the County for the provision of government services under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d).
17. This Amendment to ARPA Subaward Agreement is effective retroactively from the effective date of the ARPA Subaward Agreement.
18. Each person executing this Amendment to ARPA Subaward Agreement on behalf of Grantee represents that the person is authorized to do so.

IN WITNESS WHEREOF, County and Grantee agree to be bound by the provisions of this Amendment, said Amendment and performance period being effective from December 1, 2024, through December 31, 2024.


**DISTRICT**

  
\_\_\_\_\_  
Jill Lofald  
School Board Chair


Date: 1-3-25

Federal Tax ID #41-6003776

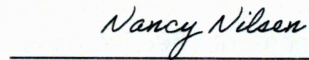
**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Keith Nelson  
Board Chairperson

Date: January 6, 2025

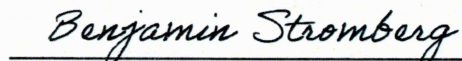
  
\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director

Date: 1.6.25

  
\_\_\_\_\_  
Nancy Nilsen  
Auditor

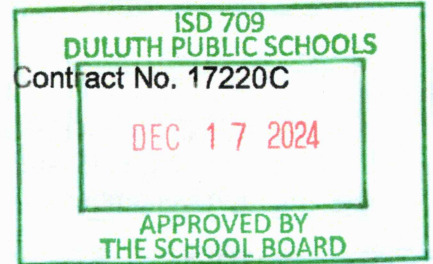
Date: 1/6/25

Approved as to form and execution:

  
\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney

Date: 1/07/2025

LBM /ahs



**ARPA Subaward Agreement Amendment**

THIS AMENDMENT, to the attached Contract No. 17220, is entered into and between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as "Grantee" for the performance period of October 1, 2024, through December 31, 2024.

**WITNESSETH**

WHEREAS, the County has established Contract No.17220B with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

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

WHEREAS, the parties agree that this service agreement will be amended to take the form of an ARPA subaward agreement effective upon execution of this amendment; and

WHEREAS, the ARPA Subaward Agreement provides for a subaward of funds from the Coronavirus Local Fiscal Recovery Fund ("CLFRF") established by the portion of section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2, 135 Stat. 4 (2021), that is codified at 42 U.S.C. § 803; and

WHEREAS, on October 24, 2023, the County Board of Commissioners adopted Resolution No. 23-566 authorizing the County to amend the ARPA Subaward Agreement to recategorize the subaward as a non-subaward use of CLFRF funds by the County under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d); and

WHEREAS, the County will continue funding mentor and C&C Coordinator services with the Grantee, the C&C Coordinator servicing all participating St. Louis County schools and districts (with exception of ISD709 who has its own C&C Coordinator), all other duties remaining the same.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and Grantee agree:

- A. Section 1 of the Amended Service Agreement shall be replaced with the following:

This Agreement and performance period shall commence on October 1, 2024 and terminate on December 31, 2024.

- B. Sections 2 - 3.1 of the Amended Service Agreement shall remain in full force and effect.

C. Section 3.3 shall be replaced with the following, renumbered as section 3.2:

County shall disburse allocated funds to Districts/Schools through contract amendments for 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year with a final payout for the total County portion, to be paid in one installment for the services upon execution of this document by the parties. The total County payout to the Grantee shall equal \$1,019,269.70, with the Districts/Schools maintaining responsibility for the remaining percentages.

In summary:

County share for FY25 \$629,965.70

County share for FY26 \$389,304.00

New contract maximum FY21-26 \$ 2,487,811.07

One Time Payout, October 1 – December 31, 2024: \$1,019,269.70

D. All other sections of the ARPA Subaward Agreement shall be deleted and replaced with the following.

4. Grantee shall comply with ARPA, any administrative rule with respect to ARPA, any interpretive guidance issued by the U.S. Department of Treasury with respect to ARPA, and any other applicable law relating to this agreement. Grantee shall promptly comply with any reasonable request made by the County for the purpose of monitoring or ensuring compliance with this agreement or any applicable law relating to this agreement.
5. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this agreement are subject to examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Grantee agrees to maintain such evidence for a period of six years from the termination of this agreement or longer if any audit in progress requires a longer retention period.
6. Grantee agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. Grantee further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over Grantee's performance of its obligations set forth in this agreement.
7. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantee's performance of its obligations set forth in this agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness; disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Grantee, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such

obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this agreement.


8. To the fullest extent permitted by law, Grantee shall indemnify the County for all losses that (a) are incurred by the County, (b) arise from the acts or omissions of Grantee in connection with this agreement, and (c) result from the recoupment of any funds by Treasury under 42 U.S.C. § 803(e) and 31 C.F.R. § 35.10.
9. Any amendment, variation, modification, or waiver of the provisions of this agreement shall be valid only when they have been reduced to writing and signed by the authorized representatives of the County and Grantee. This agreement shall supersede all other oral and written agreements prior to execution of this document.
10. If Grantee fails to perform any of the provisions of this agreement, such failure shall constitute a default. Unless Grantee's default is excused by the County, the County may, upon written notice, immediately terminate this agreement in its entirety. The County may, but is not required to, allow Grantee to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If Grantee fails to cure its default in accordance with the terms or within the timeframe required by the County, this agreement shall automatically terminate.
11. This agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.
12. Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.
13. The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.
14. By entering into this agreement, Grantee certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud or official misconduct within the past three years.
15. This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.


16. For the avoidance of doubt, under this Amendment to ARPA Subaward Agreement, the subaward under the ARPA Subaward Agreement is recategorized as a non-subaward use of CLFRF funds by the County for the provision of government services under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d).
17. This Amendment to ARPA Subaward Agreement is effective retroactively from the effective date of the ARPA Subaward Agreement.
18. Each person executing this Amendment to ARPA Subaward Agreement on behalf of Grantee represents that the person is authorized to do so.

IN WITNESS WHEREOF, County and Grantee agree to be bound by the provisions of this Amendment, said Amendment and performance period being effective from October 1, 2024, through December 31, 2024.


**DISTRICT**


**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Jill Lofald  
School Board Chair  
Date: 12-17-24

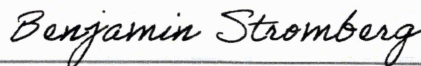
  
\_\_\_\_\_  
Keith Nelson  
Board Chairperson  
Date: December 18, 2024

Federal Tax ID #41-6003776

  
\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director  
Date: 12.18.24

  
\_\_\_\_\_  
Nancy Nilsen /Deputy Auditor  
Auditor  
Date: 12/19/24

Approved as to form and execution:

  
\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney  
Date: 12/19/2024

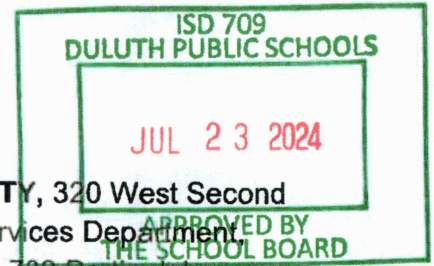
LBM /ahs

**ISD 709 – DULUTH  
PUBLIC SCHOOLS**

**2021 – 2026**

**STUDENT RE-  
ENGAGEMENT (ARPA)**

**CONTRACT #17220B**



**AMENDMENT**

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

**WITNESSETH**

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

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

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

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

**SERVICES TO BE PROVIDED**

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

<u>SERVICE</u>	<u>OBJECT CODE</u>
2.1 C&C Mentor – 15 FTE	239-239518-695100

**COST AND DELIVERY OF PURCHASED SERVICES**

- 3. Cost for covered services is as follows:
  - 3.1 15 FTE mentors.
  - 3.2 The maximum amount to be paid under this Agreement shall not exceed \$2,648,566.10.

Duluth Public Schools new grand total contract max \$2,648,566.10

2021	\$	-	actuals	
2022	\$	471,725.97	actuals	
2023	\$	635,772.59	actuals	
Jan-Mar	\$	195,674.19	actuals	
Apr-Aug	\$	326,123.65	estimated	
Sept 2024-Aug 2025	\$	629,965.70	projected	county share
Sept 2025- July 2026	\$	389,304.00	projected	county share
	\$	2,648,566.10		

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

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

In summary:

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

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

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

**DISTRICT**

*Jill Lofald*

Jill Lofald  
School Board Chair

Date: 7-23-24

Federal Tax ID #41-6003776

**COUNTY OF ST. LOUIS**

*Keith Nelson*

Keith Nelson  
Board Chairperson

Date: 08/01/2024

*Linnea B. Mirsch*

Linnea B. Mirsch  
Public Health & Human Services Director

Date: 7.29.24

*Nancy Nilsen*

Nancy Nilsen  
Auditor

Date: 8/5/24

Approved as to form and execution:

*Benjamin Stromberg*

Benjamin M. Stromberg  
Assistant County Attorney

Date: 8/06/2024

PS /ah

**EXHIBIT B  
BUDGET**

2024-25

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	\$83,050	\$0.00	\$83,050	Paid By District
	Benefits	\$48,600	\$0.00	\$48,600	Paid By District
	Technology	N/A			Extra Grant Supports
	Supplies	\$350	\$245.00	\$105.00	
	Dues				
	Food & Family Engagement	\$350	\$245.00	\$105.00	
	Travel, Professional Development & Milea	\$3,000	\$2,100	\$900	
	University of MN - Technical Assistance	\$1,816	\$1271.20	\$544.80	\$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	\$885,000	\$619,500	\$265,500	
	Technology				Extra Grant Support-(24/25)
	Supplies	\$3,000	\$2,100	\$900	
	Training / Professional Development	\$1,935	\$1,354.50	\$580.50	Annual Conference
	Food & Family Engagement	\$3,000	\$2,100	\$900	
	Travel & Mileage	\$1,500	\$1,050	\$450	
	Annual Budget	\$1,031,601.00	\$629,965.70	\$455,507.50	

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CHECK & CONNECT: SLC GRANT -

2025-26

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

**EXHIBIT C  
UNIFORM GUIDANCE**

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

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220B

Federal Award Identification Number: SLFRP1191

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

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

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

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

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

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

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

Closeout requirements:

**ISD 709 – DULUTH  
PUBLIC SCHOOLS**

**2021 – 2026**

**STUDENT RE-  
ENGAGEMENT (ARPA)**

**CONTRACT #17220A**



**PURCHASE OF SERVICE AMENDMENT**

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 215 N 1st Avenue East, Duluth, MN 55802, hereinafter referred to as "**DISTRICT**", for the performance period of August 1, 2022 through August 31, 2024.

WITNESSETH

WHEREAS, the County has established Contract No 17220 with District for post pandemic student reengagement services authorized by Board Resolution # 21-427, Board Memo 22-05 and Board Resolution 22-444; and

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

WHEREAS, the County wishes to continue such services with District with the agreed upon addition of 1 FTE Mentor (additional \$98,099) to serve the Area Learning Center, effective August 1, 2022; and

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

**SERVICES TO BE PROVIDED**

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

<u>SERVICE</u>	<u>OBJECT CODE</u>
2.1 C&C Mentor – 15 FTE	239-239518-695100

**COST AND DELIVERY OF PURCHASED SERVICES**

3. Cost for covered services is as follows:


3.1 15 FTE mentors.

3.2 The maximum amount to be paid under this Agreement shall not exceed \$1,723,076.

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


IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDMENT, said AMENDMENT and performance period being effective from August 1, 2022 through August 31, 2024.


**DISTRICT**

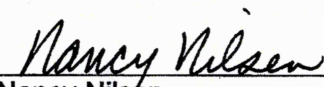
  
\_\_\_\_\_  
Jill Lofald  
School Board Chair  
Date: 9-20-22

Federal Tax ID #41-6003776

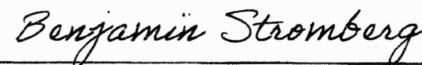
**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Paul McDonald  
Board Chairperson  
Date: 10/10/22

  
\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director  
Date: 9.21.22

  
\_\_\_\_\_  
Nancy Nilsen  
Auditor  
Date: 10/18/22

Approved as to form and execution:

  
\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney  
Date: 10/24/2022

PS /ah

**EXHIBIT B  
BUDGET**

**14 Check and Connect Mentors- 4 sites (Denfeld, Duluth East, Ordean, Lincoln Park)  
2021-2024 school years: \$1,624,977**

**1 Mentor-Additional Site (Area Learning Center)  
2022-2023 and 2023-2024 school years: \$98,099**

Single Salary Estimate + Benefits per Mentor	2021-2022*	\$47,807.18
	2022-2023	\$48,629.18
	2023-2024	\$49,469.34

**Budget Estimate:**

<b>Year</b>	<b>Amount</b>	<b>Notes:</b>
21-22	\$298,393.33	2021-22 is an overestimate. This is the budget for a half year; however, not all staff started in the beginning of January.
22-23	\$708,353.98	This includes a 2.25% pay raise that was negotiated after the budget was submitted.
23-34	\$720,710.94	This includes another 2.25% pay raise that was negotiated after the budget was submitted.
<b>Total</b>	<b>\$1,727,458.25</b>	

ISD 709 shall cover costs over the contracted amount, should it be needed.

**EXHIBIT C  
UNIFORM GUIDANCE**

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

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220A

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: \$1,723,076.

Total Amount of Federal Funds committed: \$1,723,076.

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

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

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

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

Closeout requirements:

**PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709 – Duluth Public Schools**, 215 N. 1st Avenue East, Duluth, MN 55802, hereinafter referred to as "**DISTRICT**", for the performance period of August 1, 2021 through August 31, 2024.

WITNESSETH

WHEREAS, A critical need identified throughout the COVID-19 pandemic has been education. The County, through its Public Health and Human Services Department (PHHS) has identified a certain population in need of post pandemic student reengagement; and

WHEREAS, The St. Louis County Board was requested to invest and distribute up to \$5,183,159 in 2021-2024 American Recovery Act funds through PHHS to support Individual Schools and Independent School Districts within St. Louis County to reengage students and get them back on track for academic success following the pandemic.

WHEREAS, the Children and Family Services Division of PHHS has been collaborating with school districts throughout the county to assess the need and develop an effective solution. They have determined that the utilization of a nation-wide, evidenced-based intervention called "Check & Connect" (C&C) would be effective in re-engaging students through hiring mentors and mentor coordinators; and

WHEREAS, the County is authorized to enter into contract with DISTRICT for these services by Board Resolution # **21-427**; and

WHEREAS, the County wishes to purchase such services from the DISTRICT (assisted with funding from **American Recovery Act Funds**); and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, the County and DISTRICT agree as follows:

**TERM OF THE AGREEMENT**

1. This Agreement and performance period shall commence on August 1, 2021 and terminate on August 31, 2024.

## SERVICES TO BE PROVIDED

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

<u>SERVICE</u>	<u>OBJECT CODE</u>
2.1 C&C Mentor(s) 14 FTE	239513

## COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:
- 3.1 14 FTE mentors.
  - 3.2 The maximum amount to be paid under this Agreement shall not exceed \$1,624,977.
  - 3.3 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance**, entitled and incorporated herein as **Exhibit C**, and made a part of this Agreement.
  - 3.4 DISTRICT may bill and retain payments received from clients and/or their insurance companies for services provided under terms of this Agreement. However, payments under this Agreement may only be made for amounts not paid by insurance or any other funding source.
  - 3.5 Services are provided at:
    - 215 N. 1st Avenue East, Duluth, MN 55802; and
    - other locations in St. Louis County as mutually agreed upon.

## BILLING AND PAYMENT

4. Method for Billing
- 4.1 DISTRICT will submit an itemized invoice and supporting documentation on a Quarterly basis, by the 10th day of the following service Quarter, to:

**St. Louis County Public Health & Human Services**

Paula Stocke  
Deputy Director  
201 S 3rd Ave West  
Virginia, MN 55792  
stockep@stlouiscountymn.gov  
218-471-7178

5. Method of Payment

- 5.1 County will reimburse costs incurred within thirty (30) days of approving the invoice and supporting documentation. Payment questions can be directed to:

**St. Louis County Public Health & Human Services**

Lisa King

Business Services Supervisor

[kingl@stlouiscountymn.gov](mailto:kingl@stlouiscountymn.gov)

218-726-2153

- 5.2 Reimbursement for eligible expenses under this Agreement may be contingent upon County receipt and review of reporting requirements and other documentation County may request to substantiate DISTRICT compliance with the Agreement. County's obligation to make payment hereunder is subject to audit by County or its duly authorized designee and said audit shall be the final determination of County's payment obligation.
- 5.3 The DISTRICT certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The DISTRICT further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service, and if the services are being purchased from another public agency, the cost reasonably assignable to such service. The DISTRICT further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- 5.4 The DISTRICT shall promptly reimburse to County any payments received in excess of required payments hereunder.
- 5.5 The County shall not be obligated to honor claims for nor shall DISTRICT claim for any services furnished or costs incurred by DISTRICT which are not specifically provided for hereunder or requested by County in writing during the term of this Agreement.

**REPORTING**

6. Reporting Requirements:

Shall be completed and submitted to the County as outlined below:

## 6.1 Data Points

### 6.1.1 Monthly data downloads from the Check & Connect App:

Coordinators will create aggregate data and submit a report to the County by the 10<sup>th</sup> of the following service month during the school year. This will require mentors to be entering data into the App on a weekly basis, including:

- Attendance (excused and unexcused absences, tardies, missed classes)
- Behavior (in- and out-of-school suspensions, office referrals, detentions)
- Course Performance
- Basic and intensive interventions
- Connect meetings

### 6.1.2 Other data points to be collected by mentors during the school year:

- GPA (for high school students at the end of grading periods)
- Mentor Practice Profile (two times per year)  
*The purpose of this practice profile is to guide the C&C mentor through the implementation of the C&C Comprehensive Student Engagement Model. The critical components of the C&C mentor position include building relationships with students; systematic monitoring and analysis of student-level "check" data; providing personalized "connect".*

- Student Engagement Instrument- mentor administers to students (two times per year)  
*The Student Engagement Instrument (SEI™) is a brief 35 item self-reporting survey measuring cognitive and affective engagement. Data allows school professionals to gain insights into a student's sense of control, intrinsic motivation, and future aspirations (cognitive engagement factors).*

### 6.1.3 School level teams will complete assessments and submit an aggregate report to the County bi-annually, due on January 10<sup>th</sup> and July 10<sup>th</sup>:

- Check & Connect core components and essential elements self-assessment: Completed two times per year by school implementation teams (regional coordinator, school mentor, school administrator, etc.)  
*This self-assessment reflects overall fidelity as well as helps to identify barriers to fidelity so that they may be overcome with the support of administration and coordinator.*

## 6.2 Participate in any additional evaluation activities as requested by County.

- 6.3 Submit Reporting to:  
**St. Louis County Public Health & Human Services**  
Abby Schaefer  
Contract Services Representative  
[SchaeferA@stlouiscountymn.gov](mailto:SchaeferA@stlouiscountymn.gov)
- Cc: Paula Stocke [stockep@stlouiscountymn.gov](mailto:stockep@stlouiscountymn.gov)  
Ryan Bauers [bauersr@stlouiscountymn.gov](mailto:bauersr@stlouiscountymn.gov)

## SCOPE OF WORK

7. The specific scope of services per this Agreement are outlined below, further defined and incorporated herein as in **Implementing Check & Connect**, entitled **Exhibit A**, and made a part of this Agreement.

- 7.1 Target Population:  
Individual schools and Independent School Districts across St. Louis County.

Students who are at risk of disengagement or dropout as defined by their referring institution, typically related to indicators or disengagement such as attendance, behavior problems, and academic performance.

- 7.3 Personnel:

The DISTRICT shall provide all personnel and supports to personnel needed to perform services under this Agreement. The DISTRICT shall appoint a liaison person responsible for the overall administration of the project and communication and is identified in **Section 41.1**.

- 7.4 Expectations:

**DISTRICT –**

- 7.4.1 Hire and host the C & C mentors and coordinator onsite; to include administrative support, supervision, office space, office supplies, necessary technology (computer, tablet, phone, printer, etc.) and travel related needs.
- 7.4.2 The mentors and coordinator will only be completing the tasks designated to the position and will not be assigned to other duties.
- 7.4.3 Hire mentors and coordinator using the C & C model for **Implementing Check & Connect**, attached hereto, and incorporated herein, as **Exhibit A**.
- 7.4.4 Notify St. Louis County contact identified in **Section 41.1** of any changes regarding any mentor or coordinator employment or physical location status.
- 7.4.5 Mentors and coordinator shall complete home visits and attend meetings in the community as necessary and designed in the C&C model.

**COUNTY –**

- 7.4.6 Contract with UMN for C & C program management and training for education administrators, lead staff, coordinators, and mentors.
- 7.4.7 Provide mentors and coordinators license subscriptions for the C&C App:
  - The subscription period runs from August 1-July 31 of each year.
  - Unlimited devices and unlimited users per school site school license.
  - <http://www.checkandconnect.umn.edu/app/default.html>
- 7.4.8 Communicate with DISTRICT and UMN on a regular basis and participate in any related meetings.
- 7.4.9 Coordinate with UMN and regional C & C Coordinators to collect and aggregates data for the purposes of determining the impact on student outcomes and reporting of project efficacy.

**AUDIT, REPORTS, RECORDS, DISCLOSURES AND MONITORING PROCEDURES**

- 8. The DISTRICT shall keep complete books and records according to generally accepted accounting principles. DISTRICT's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription, and audit by the County and the Minnesota Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidence is also subject to review by the Minnesota Department of Human Services and, if federal funds are used for any work under this Agreement, by the U.S. Department of Health and Human Services, the Comptroller General of the United States, or a duly authorized federal representative. The DISTRICT agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period
- 9. The DISTRICT shall allow personnel of the County, the Minnesota State Auditor, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, to access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the DISTRICT which are relevant to the contract, pursuant to Minn. Stat. sec. 16C.05, subd. 5.
- 10. County or its duly authorized designee may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by DISTRICT pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the purchased services provided pursuant to this Agreement.

DISTRICT agrees to cooperate with County in the conduct of any such survey or evaluation.

#### **NON-DISCLOSURE OF INFORMATION OR DATA**

11. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the DISTRICT 's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
12. **Data Practices:** To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Agreement, all of the data created, collected, received, stored, used, maintained, or disseminated by DISTRICT in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and DISTRICT must comply with those requirements as if it were a government entity. DISTRICT shall not provide public access to or release to the public or any third party any data relating to the Agreement without the County's prior written approval. If DISTRICT receives a request for data relating to the Agreement, DISTRICT shall forward the request to the County for response
13. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

#### **FAIR HEARING AND GRIEVANCE PROCEDURES**

14. To the extent Minnesota Statutes, Section 256.045 is applicable to this Agreement, the DISTRICT agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established therein.

#### **EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION**

15. DISTRICT will comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination, including but not necessarily limited to the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive order No. 11246, and Title VI (42 USC 2000d); 42 USC 12101, et seq. (ADA), 28 CFR 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973; Minnesota Statutes section 363A.02; Minnesota Human Rights Act at Minnesota Statute section 363.01 et. seq.; and all applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities and services. The DISTRICT shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

16. It is St. Louis County's policy that all DISTRICT s desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that the DISTRICT s do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent practicable, the DISTRICT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the DISTRICT has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

#### **BONDING, INDEMNITY, AND INSURANCE**

17. **Bonding:** The DISTRICT shall obtain and maintain at all times during the terms of this Agreement, a fidelity bond in the amount of \$ 0.00 covering the activities of each person authorized to receive or distribute monies under the terms of this Agreement.
18. **Indemnity:** The DISTRICT does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
  - 18.1 By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the DISTRICT , or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the DISTRICT or any officer, agent, or employee thereof; or
  - 18.2 By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the DISTRICT or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 18.3 By reason of any negligent act or omission or intentional act of the DISTRICT, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services, or as the result of the performance of Purchased Services, under this Agreement; or
  - 18.4 From all claims arising out of, resulting from, or in any manner attributable to any violation of the Minnesota Government Data Practices Act, HIPAA, or any other data privacy statute or regulation including any legal fees or disbursements paid or incurred to enforce the provision of this section of the Agreement Neither party shall be liable for any special, consequential, or punitive damages resulting from or relating to any breach of this Agreement under any circumstances.
19. **Insurance:** The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the St. Louis County Public

Health and Human Service Department Contract Services office within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation non-renewal, or material change to all named and additional insureds. The County reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against DISTRICT.

20. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

20.1 General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and  
\$500,000 to any claimant in any other case.  
\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability

St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

20.2 Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant

\$1,500,000 each occurrence

No less than \$2,000,000 aggregate

Must cover owned, non-owned and hired vehicles.

20.3 Workers' Compensation

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

20.4 Professional Liability Insurance For Licensed Professionals

DISTRICT shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of DISTRICT, its agent, and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate. This provision applies only in situations where DISTRICT 's staff or volunteers are performing licensed professional services under this Agreement.

## **MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES**

21. The DISTRICT hereby certifies that any federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The DISTRICT certifies that the amount to be expended in this Agreement results in increased expenditures by the DISTRICT for services of the type being purchased to individuals of the type included under the Purchase Agreement.

## **CONDITIONS OF THE PARTIES' OBLIGATIONS**

22. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and signed. This Agreement will supersede all other oral and written agreements prior to execution of this document.
23. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.
24. The DISTRICT agrees to cooperate fully with the County and its designated representatives in the development and implementation of both qualitative and quantitative assessment of DISTRICT 's services. Evaluative data collected will be used by the County in its funding decisions and will be shared with the DISTRICT and community.
25. The DISTRICT agrees that in any reports, news releases, public service announcements or publications regarding the DISTRICT 's program, the County will be identified as a funding source.

## **SUBCONTRACTING AND ASSIGNMENT**

26. The DISTRICT shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The DISTRICT shall be responsible for the performance of all subcontractors.

## **INDEPENDENT CONTRACTOR**

27. That at all times and for all purposes hereunder, DISTRICT will be an independent DISTRICT and is not an employee of the County for any purpose. No statement contained in this agreement will be construed so as to find DISTRICT to be an employee of the County, and DISTRICT will not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;
28. DISTRICT acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due DISTRICT and that it is DISTRICT 's sole obligation to comply with the applicable provisions of all federal and state tax laws;

29. DISTRICT shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein;
30. DISTRICT is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

#### **CANCELLATION, DEFAULT AND REMEDY**

31. This Agreement may be terminated under the following circumstances:
  - 31.1 By mutual written Agreement of the parties.
  - 31.2 By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination.
  - 31.3 Services under this Agreement is denied, suspended, lapses, expires, or is terminated, effective immediately without notice to the DISTRICT.
  - 31.4 If the DISTRICT fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this will constitute a default. Unless the DISTRICT's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.
  - 31.5 The County may immediately terminate this Agreement if it does not obtain funding; or if the funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be written notice to the DISTRICT. The County is not obligated to pay for any services that are provided after notice and effective date of termination. The County must provide the DISTRICT notice of the lack of funding within a reasonable time of the County receiving that notice.
32. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent will not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
33. DISTRICT will be paid for actual work done to the date of termination. All documents completed by DISTRICT through the date of termination will become the property of the County.

#### **MERGER**

34. It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the DISTRICT and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.
35. It is the intent of the parties that all provisions herein shall apply to any county relying upon same as a lead county for purposes of Minnesota Rules 9559.0040.

**SEVERABILITY**

36. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY FOR MENTAL HEALTH CONTRACTS**

37. In the event this Agreement is related to mental health services in accordance with Minnesota Statutes, Section 245.466, subdivision 3(1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement. The DISTRICT specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the DISTRICT for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County and the DISTRICT. The DISTRICT specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from the DISTRICT reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

**NOTICES/COMMUNICATIONS**

38. All notices and demands pursuant to this Agreement will be directed in writing to:

**DISTRICT**

John Magas  
Superintendent  
215 N. 1st Avenue East  
Duluth, MN 55802  
218-336-8752  
[john.magas@isd709.org](mailto:john.magas@isd709.org)

**ST. LOUIS COUNTY**

Linnea Mirsch  
Director, PHHS  
320 West Second Street, Suite 6E  
Duluth, MN 55802  
218-726-2097  
[MirschL@stlouiscountymn.gov](mailto:MirschL@stlouiscountymn.gov)

- 38.1 All communication regarding the provision of services pursuant to this Agreement will be directed to:

**DISTRICT**

Tawnyea Lake, PhD, NCSP  
Director of Assessment and Evaluation  
215 North 1<sup>st</sup> Avenue East  
Proctor, MN 55810  
218-336-8700 ext 1027  
[tawnyea.lake@isd709.org](mailto:tawnyea.lake@isd709.org)

**ST. LOUIS COUNTY**

Paula Stocke  
Deputy Director  
201 S 3rd Ave West  
Virginia, MN 55792  
218-471-7178  
[stockep@stlouiscountymn.gov](mailto:stockep@stlouiscountymn.gov)

**OTHER CONDITIONS**

39. Compliance with Laws/Standards: DISTRICT shall abide by all Federal, State, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which DISTRICT is responsible.
40. In the event this Agreement involves the provision of home and community-based services as defined in Minnesota Statutes chapter 245D, DISTRICT agrees to abide by the Minnesota Olmstead Plan and/or the Olmstead Minnesota Statutes, Chapter 245D which establishes licensing standards that ensure and protect the health, safety and rights of people who receive services. This includes but is not limited to the DISTRICT providing services:
- 40.1 In response to the person's identified needs, interests, preferences, and desired outcomes as specified in the person's plan; and
- 40.2 In a manner consistent with the principles of person-centered service planning and delivery, self-determination and providing the most integrated setting and inclusive service delivery options.
41. Licenses: DISTRICT shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by the Agreement. DISTRICT shall inform the County, through its Department, of any changes in the above within five (5) days of occurrence.
42. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in St. Louis County, Minnesota.

43. By entering into this Contract, the Contractor certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or has a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud, or official misconduct within the past three years, pursuant to Federal Regulation 45 CFR 92.35 and Minnesota Statute 16C.03, subd. 2.

#### **FINAL AGREEMENT**

44. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and will supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained. Any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this Agreement, said Agreement and performance period being effective from August 1, 2021 through August 31, 2024.

**DISTRICT**



Cathy Erickson  
CFO

Date: 9/23/21

Federal Tax ID #41-6003776

**COUNTY OF ST. LOUIS**



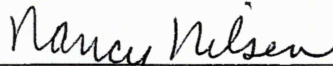
Mike Jugovich  
Board Chairperson

Date: 9-29-21



Linnea B. Mirsch  
Public Health & Human Services Director

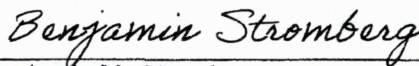
Date: 9.28.21



Nancy Nilser  
Auditor

Date: 9/29/21

Approved as to form and execution:



Benjamin M. Stromberg  
Assistant County Attorney

Date: 10/05/2021

PS /ah

## EXHIBIT A Implementing Check & Connect

### Check & Connect mentor coordinator

All implementations of the Check & Connect should have a designated program leader – someone responsible for maintaining intervention integrity. This leader is referred to as a mentor coordinator.

The position has typically been staffed by a licensed professional, either employed by the project or employed in the school district, such as a special education teacher, counselor, juvenile justice coordinator, or school psychologist.

The position has been anchored at the central administration level (e.g., the school district level) rather than at the building level, because of the common co-occurrence of high mobility and dropout rates.

The position is typically .5-1.0 FTE.

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### Job description

The coordinator directs day-to-day implementation, oversees staff development, supports mentors, and supervises Check & Connect activities. The coordinator arranges a predictable schedule so that she/he is at every school/site at least weekly. The coordinator is also available to mentors on an as-needed basis, responding to queries within 12-24 hours, if not sooner.

*The primary functions of the coordinator are described below-*

- » **Recruit and hire mentors.** The coordinator is responsible for recruiting, hiring, and supervising mentors.
- » **Facilitate team meetings for all Check & Connect staff.** Holding regular staff meetings allows the coordinator to review appropriate procedures and practices, share information about useful resources, provide case consultation, clarify mentor roles in relation to other professionals, discuss strategies for communicating with other professionals and families, and maintain fidelity of program implementation. Group meetings typically are held twice a month.
  - *The bi-monthly team meetings allow for a chance to review cases-both successes and challenges. At these meetings, mentors consult with each other and share successful strategies for engaging students. The coordinator reinforces what is and is not the role of the mentor. In this venue, mentors continually learn from one another.*
- » **Visit mentors at each site.** Meeting with mentors individually allows for individualized support for mentors to address specific situations and concerns about students on their caseload.

- » **The coordinator's weekly meeting with each mentor allows the coordinator to address issues that are mentor-specific.** The coordinator recognizes that mentors' knowledge and skill in implementing Check & Connect varies—each mentor has an individualized learning curve. The coordinator fosters fidelity of implementation by problem solving with mentor's one-on-one.
- » **Provide staff development.** The coordinator is responsible for staff development training on Check & Connect procedures and ongoing supervision and training.
  - Staff development, which is provided once per month at the group meeting, allows for ongoing learning opportunities linked to mentor needs.
  - Pairing initial training with ongoing support and technical assistance helps mentors overcome and even avoid many implementation barriers and pitfalls and creates a positive work environment that results in higher quality implementation.
- » **Coordinate the process for student referrals and assigning caseloads to mentors.** Ensure the use of consistent referral criteria and appropriate identification of the population of students to be served.
- » **Coordinate the process for student referrals and assigning caseloads to mentors.** Ensure the use of consistent referral criteria and appropriate identification of the population of students to be served.
- » **Integrate Check & Connect into existing school and district programs and practices.** The coordinator reduces the likelihood of service duplication and helps build rapport and collaboration with building staff. The coordinator is involved in coordination of services to students with other direct service providers (e.g., Check & Connect, special education, probation). The coordinator participates in related district committees, meets with building principals regularly, serves as a liaison with professionals addressing truancy issues, and participates in ad hoc meetings of leaders from other district programs that serve the Check & Connect target population (e.g., county social services, juvenile corrections, community agencies).
- » **Identify Check & Connect students who may be eligible to receive other supplemental services.** The coordinator works with building resource staff to clarify and communicate the differences in various program referral criteria. Check & Connect is not intended to replace special education services for students with disabilities or to replace the staff responsible for complying with truancy laws, such as those whose job is to file petitions. However, school

social workers, counselors, and/or truancy.

- » **Work with new mentor hires.** In the event the mentor must leave their position prematurely, the coordinator works with the newly hired mentor to begin the process of building the student's relationship with their new mentor.
- » **Monitor program implementation with a focus on maintaining fidelity of implementation.** Ensuring the effectiveness of Check & Connect by keeping the intervention aligned with the key components and elements is a critical aspect of the coordinator's role. In other words, it is the coordinator's role to be sure that Check & Connect is implemented as intended- that is, that it is implemented with fidelity.
- » **Coordinate data collection to evaluate the impact of programming.** The coordinator assists mentors with timely and accurate data collection by ensuring that processes are in place for collecting data (e.g., common definitions, collection of the same variables, common timelines for data collection). For example, the coordinator routinely checks with mentors to verify that student progress is being recorded consistently and accurately, such that everyone is using the same operational definitions (e.g., differentiating excused and unexcused absences, in- and out-of-school suspensions). Also, the coordinator may prepare evaluation reports for the School Board, funders, or other stakeholders.
- » **Establish relationships with attendance clerks and procedures for mentors to obtain student data routinely collected by the district.** Typically, the coordinator obtains approval/clearance for Check & Connect staff to access the district's online database and provides computers for mentors to use. If student data are accessible only in hard copy, mentors will need to establish working relationships and logistical routines with the appropriate building staff to get copies of daily attendance rosters and such. School secretaries, attendance clerks, and data managers can be helpful in determining the reliability of the data.
- » **Monitor the nature and frequency of mobility.** Mobility is a common attribute of students with a history of truancy and at-risk for dropout, as well as youth struggling to remain engaged in school. The coordinator must be vigilant about two types of mobility: typical (routine promotion from elementary to middle or junior high school and from middle or junior high school to high school) and atypical (involuntary transfers, expulsions, transfers to specialized schools, frequent family moves). The coordinator helps with the transition to a new mentor within the district if the student moves to a new school. The coordinator communicates with the principal about Check & Connect and the mentor who will follow the student to a different school in the district. If the student moves outside the district, the coordinator communicates with school personnel at the new school, with parent permission.

### **Common tasks of the Check & Connect coordinator**

- » Establish Check & Connect referral procedures with the support of a team of school administrators, teachers, counselors, social workers, and others
- » Identify target students (in collaboration with school personnel).
- » Serve as a liaison among schools, families, and community agencies.
- » Connect mentors with critical school and community resources.
- » Connect with various school- and community-based programs to establish a working relationship and create procedures for involving Check & Connect students.
- » Facilitate staff meetings.
- » Meet weekly with mentors at schools to provide supervision.
- » Provide technical assistance for specific cases.
- » Coordinate collection of evaluation data.
- » Ensure fidelity of implementation
- » Provide ongoing staff development and supervision.
- » Lend legitimacy to the program among school and district staff.

### **Required qualifications**

- » Experience working with children and adolescents, youth agencies, social services, and school systems.
- » Persistence. A belief that all youth have the ability to learn.
- » Ability and willingness to work with families using a non-blaming approach.
- » Advocacy skills, including good communication skills and the ability to negotiate, compromise, and confront conflict.
- » Organizational skills, flexibility, and the ability to work in a variety of settings. The ability to work independently.
- » Knowledge of community and educational resources.

## Check & Connect mentor job description

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### ■ Job description

Check & Connect mentors work directly and collaboratively with a caseload of individual students and their families, school staff, and community service providers to implement strategies that address school success and school completion for students in need of additional support to graduate. Mentors—

- » track target students' levels of engagement, document results, and complete monthly forms and a contact log as a tool to assess absences, trancies, suspensions, and grades/credits earned.
  - » use data from systematic monitoring to design personalized interventions for the student.
  - » work as liaisons to facilitate communication and promote problem solving both at the individual student level and between home and school.
  - » attend varied school-based meetings—e.g., site team meetings, IEP meetings, and other relevant meetings (standards, suspension re-entry meetings). Mentors should have knowledge of community services and be able to refer students to appropriate services when needed.
  - » provide students and families with information and develop agency linkages.
  - » work collaboratively with schools and programs to define and outline roles to improve participation, performance, and success for individual students who are disengaging from school and learning.
- Other responsibilities of mentors include attending staff meetings, facilitating student/family transportation for dropout prevention and school completion related activities, and conducting home visits.

### ■ Job duties

- » Regularly check on target students' attendance, grades, and behavior, provide regular feedback to students, communicate regularly with families, and initiate efforts to keep youth engaged in school.
- » Collaborate with adults already involved with the youth—such as teachers, case managers, counselors, probation officers, and social workers—as well as develop community agency linkages.
- » Communicate regularly with teachers to gather and share information about student progress.
- » Facilitate communication and promote problem solving between home and school. Contact parents via phone, home visits, and email to share information and to develop plans to re-engage students in school and promote school success.
- » Determine and document student progress and mentor efforts on a regular basis (i.e., complete monitoring forms, intake forms, and contact logs).
- » Attend staff meetings and student meetings (e.g., IEP meetings, student support team meetings, suspension re-entry meetings, etc.).
- » Communicate in a timely manner—acknowledge and/or respond to students, families, school personnel, and phone messages and emails within 24 hours.
- » Serve as a positive role model to students, staff, and parents.

### ■ Required qualifications

- » Experience working with children and adolescents, youth agencies, social services, and school systems.
- » Persistence. A belief that all youth have the ability to learn.
- » Ability and willingness to work with families using a non-blaming approach.
- » Advocacy skills, including good communication skills and the ability to negotiate, compromise, and confront conflict.
- » Organizational skills, flexibility, and the ability to work in a variety of settings. The ability to work independently.
- » Knowledge of community and educational resources.

**EXHIBIT B  
BUDGET**

14 Check and Connect Mentors- 4 sites 2021-2024 school years

Wages- \$38,076.00

Benefits- \$21,785.00

**Total Cost \$59,860.91 per mentor per year.**

Total Cost for 14 mentors for 1 year= \$554,848.91

**Total Cost for 14 mentors for 3 years= \$1,620,976.91**

Supplies/ Bus Passes 4 sites 2021-2024 = \$4,000

**Total Budget Requested = \$1,624,977**

**EXHIBIT C  
UNIFORM GUIDANCE**

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

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: \$1,624, 977

Total Amount of Federal Funds committed: \$1,624, 977

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

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

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

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

Closeout requirements:



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: 261838

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public Schools ISD #709 (“Governmental Unit”). The State and Governmental Unit may be referred to jointly as “Parties.”

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of K-12 arts educators to engage in locally designed pilot action initiatives to address inequities in arts education curriculum, practices, and policies as identified through the Culturally Responsive Arts Education (“CRAE”) Arts Equity Audit.

### Agreement

#### 1. Term of Agreement

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

#### 2. Agreement between the Parties

Independent School District (“ISD”) 709, who is not a State employee, will provide four (4) staff personnel in two (2) different teams to serve as Culturally Responsive Arts Education (“CRAE”) Cohort Members. The CRAE Cohort Members will perform the following duties:

- 2.1 CRAE Cohort Member(s), or their successor(s), for this district are listed below in their corresponding teams. MDE must be notified in writing and must approve of staff changes prior to any CRAE Cohort Member being changed and/or replaced.
  - 2.1.1 Duluth Elementary Team is comprised of:
    - 2.1.1.1 Christina Boynton at Homecroft and Chester Creek Elementary Schools
    - 2.1.1.2 Rosslyn Kendrick at Laura McArthur Elementary School
  - 2.1.2 Duluth Secondary Team is comprised of:
    - 2.1.2.1 Debra Hannu at Ordean Middle School
    - 2.1.2.2 Emily Youmans at East High School

2.2 The four (4) CRAE Cohort Members will implement, monitor, and assess the Pilot Action Initiative (“PAI”) plans within their respective Team that are attached and incorporated into this Agreement as Exhibit A to address the following outcomes that were identified during the district’s CRAE Arts Equity Audit:

2.2.1 Duluth Elementary Team outcomes are:

- 2.2.1.1 Elementary art educators will create a more personalized art education experience for all students to express their voice.
- 2.2.1.2 The elementary arts curriculum will balance the learning outcomes of creating, responding, presenting, and connecting to increase student belonging.
- 2.2.1.3 Elementary art students’ artistic vocabulary will increase using digital resources for student reflection in the arts classrooms.

2.2.2 Duluth Secondary Team outcomes are:

- 2.2.2.1 Secondary arts educators will have a new and sustainable foundation for integrating diverse perspectives into their curriculum and instruction.
- 2.2.2.2 Secondary arts student will be able to recognize and respond to the world with an awareness of their own personal culture.
- 2.2.2.3 Secondary art students across the district will be able to share their own culture identities and learning with their communities.

2.3 CRAE Cohort Members will be responsible for implementing all action steps outlined in their respective Team’s PAI including, but is not limited to procuring items and/or services (such as materials, vendors, facilitators/artists), timelines, and budgets in accordance with district policies and procedures.

2.4 Funding will only be used to support the completion of the outcomes and action steps identified in this district’s Team PAIs that includes but are not limited to purchasing materials, teacher extended time, substitute teacher reimbursement, guest artists, professional development facilitators, professional development training/conferences, and other identified supports. Funding cannot be used to supplement teacher FTE or capital projects. Any adjustments to any PAI will need to be approved in writing by an MDE Arts & Equity Specialist *before expenses are incurred*. MDE will determine whether this Agreement needs to be amended due to PAI changes.

2.5 Each CRAE Cohort Member will meet for approximately one (1) hour monthly with MDE Arts & Equity Specialists to provide progress updates on action steps, timeline, and budget. The monthly meetings can be in-person or virtual as mutually agreed upon between the MDE Arts & Equity Specialist(s) and the Governmental Unit. MDE will provide the meeting platform if meeting virtually. Each CRAE Cohort Member should schedule this time with the MDE Authorized Representative, Nora Schull, through her Microsoft booking calendar.

2.6 Each CRAE Cohort Member will attend three (3) MDE provided in-person professional development trainings. Additional information such as the location and training duration will be provided as MDE

finalizes these trainings. It is anticipated for these trainings to be held in January, April and June in calendar year 2025.

2.7 Each CRAE Cohort Member will provide a mid-year evaluation report on action steps, timeline, and budget. MDE will provide the mid-year evaluation report template that should be completed and returned to MDE no later than February 28, 2025.

2.8 Any materials developed under this Agreement will be shared with MDE before the Agreement expiration date.

2.8.1 MDE may use the materials developed under this Agreement as a resource library. Any materials MDE will use as a resource may be updated by MDE to meet Accessibility Standards under clause 12 before any materials are incorporated into a resource library. The parties acknowledge and agree that MDE's use and/or modification of Governmental Unit's materials is permitted under the license granted in clause 16.2 of this Agreement.

2.9 Each Cohort Member will submit a final evaluation report using the MDE provided final evaluation template for each PAI to MDE and any materials generated under this Agreement within two weeks of the Agreement expiration date. MDE will ensure each final evaluation report meets accessibility standards.

2.10 The Governmental Unit will not be responsible for meeting Accessibility Standards under clause 12.

All work needs to be completed on or before September 30, 2025.

Minnesota Department of Education ("MDE") will perform the following duties:

2.11 An MDE Arts & Equity Specialist will provide technical assistance to each CRAE Cohort Member throughout the duration of the Pilot Action Initiative implementation.

2.12 An MDE Arts & Equity Specialist will provide each CRAE Cohort Member support through monthly coaching meetings and professional development throughout the duration of each Pilot Action Initiative.

2.13 An MDE Arts & Equity Specialist will provide each CRAE Cohort Member with a mid-year and end of year evaluation report template that must each be completed by the district for each PAI.

### 3. Consideration and Payment

3.1 Consideration. The State will pay for performance by the Governmental Unit under this Agreement as follows:

3.1.1 Compensation. The Governmental Unit will be paid based on services rendered during the invoiced timeline following the budget under Exhibit A. The Duluth Elementary Team has an amount not to exceed \$73,203.00 for services. The Duluth Secondary Team has an amount not to exceed \$28,997.00 for services.

3.1.2 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Governmental Unit under this Agreement will not exceed \$102,200.00.

### 3.2 Payment.

3.2.1 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices should be submitted timely and according to the following invoice timeline.

The Governmental Unit should submit three (3) invoices upon completion of the services under Clause 2 *Agreement between the Parties* and Exhibit A. Invoice timeline is as follows:

- First invoice is for services rendered from the Agreement execution date through March 31, 2025.
- Second invoice is for services rendered from April 1, 2025 through June 30, 2025.
- Third invoice is for services rendered from July 1, 2025 through September 30, 2025.

Invoices for services successfully rendered are due no later than three (3) weeks after each invoice timeline has ended to: [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us).

The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement/Contract number.

Each invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Agreement/Contract number;
- Dates of service with the itemized corresponding amount; and
- An itemized description of services performed.

***Should an invoice need to be submitted via U.S. Mail, please use the following address:***

Minnesota Department of Education  
Attn: Accounts Payable Department  
400 NE Stinson Blvd.  
Minneapolis, MN 55413

3.2.2 Conditions of payment. All services delivered by the Governmental Unit under this Agreement must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Governmental Unit will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 4. Authorized Representatives

The State's Authorized Representative is Nora Schull, Arts & Equity Specialist, 400 NE Stinson Blvd., Minneapolis, MN 55413, 651-582-8585, or her successor.

The Governmental Unit's Authorized Representative is John Magas, Superintendent, 709 Portia Johnson Drive, Duluth, MN 55811, 218-336-8752, or their successor.

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

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 6. Indemnification.

- 6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
  - Intentional, willful, or negligent acts or omissions; or
  - Actions that give rise to strict liability; or
  - Breach of contract or warranty.

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

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

#### 7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor,

or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

#### **8. Government Data Practices.**

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

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

#### **9. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **10. Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### **11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

#### **12. Accessibility Standards**

The State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.1 (Level

AA) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>. The standard related to accessible documents can be viewed at: [Expectations for Accessible Documents \(Updated May 2024\) \(mn.gov\)](#).

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Agreement, the Governmental Unit agrees to document how the changes will impact and/or improve the product's/service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Governmental Unit. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Governmental Unit in default.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](#) (<https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/>).
- b. Contact the [Communications Office](#) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)) for specific guidance on creating content that meets our accessibility requirements.
- c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](#) ([kim.wee@state.mn.us](mailto:kim.wee@state.mn.us)).

### 13. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](#) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.

- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

#### 14. Plain Language

Governmental Unit must provide all deliverables in "Plain Language." Executive Order 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the Governmental Unit will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

Learn more about how to meet this requirement at [Plain Language & Accessibility \(https://mn.gov/mnit/media/blog/?id=38-614411\)](https://mn.gov/mnit/media/blog/?id=38-614411) and [PlainLanguage.gov](https://www.plainlanguage.gov).

#### 15. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

#### 16. Intellectual Property Rights.

16.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

- 16.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents, or subcontractors, in the performance of this Agreement.
- 16.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Agreement, and any derivatives of that intellectual property.
- 16.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes Documents.

- 16.2 Ownership and License for Contract Work. The Governmental Unit owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Governmental Unit grants the State a perpetual, irrevocable, non-exclusive, royalty free license for the Works and Documents created and paid for under this Contract.
- 16.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Governmental Unit grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Governmental Unit's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement.
- 16.4 Indemnification. Notwithstanding any other indemnification obligations addressed within this Agreement, the Governmental Unit will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Governmental Unit's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or the State's opinion is likely to arise, the Governmental Unit must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

*Signature page to follow*

**1. State Encumbrance Verification**

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

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

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

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

SWIFT Contract No. 261838

**2. Governmental Unit**

Print Name: Simone Zunich \_\_\_\_\_

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

Title: Exec. Dir. of Finance and Business Services Date: \_\_\_\_\_

**3. Minnesota Department of Education (MDE)**

*With delegated authority*

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

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

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

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

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

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

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

Admin ID: \_\_\_\_\_

*Signature page to Joint Powers Agreement #261838 (MDE FY25 SharePoint ID #277)*

**1. State Encumbrance Verification**

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

Print Name: Thuy Phan

Signed by: Thuy Phan  
Signature: 2997B36D4480449...

Title: Encumbrance Officer Date: 12/23/2024

SWIFT Contract No. 261838

**2. Governmental Unit**

Print Name: Simone Zunich

Signed by: Simone Zunich  
Signature: 542B3201FC48487...

Title: Exec. Dir. of Finance and Business Services Date: 12/23/2024

**3. Minnesota Department of Education (MDE)**

*With delegated authority*

Print Name: Pamela J. Schneider

Signed by: Pamela J. Schneider  
Signature: 2A84DCCA1ED447D...

Title: Accounting Operations Mgr. Date: 12/23/2024

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: Sherry Van Horn

DocuSigned by: Sherry Van Horn  
Signature: 39BE997DB28140C...

Title: Contracts Specialist Date: 12/26/2024

Admin ID: 93502

*Signature page to Joint Powers Agreement #261838 (MDE FY25 SharePoint ID #277)*

### **Exhibit A – Pilot Action Initiative (“PAI”)**

The PAI Action steps for implementation for the Duluth Elementary Team for this district may include but are not limited to:

<b>Duluth Elementary Team - Action Steps</b>	
<b>Outcome 1:</b>	Elementary art educators will create a more personalized art education experience for all students to express their voice.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
1.a Teachers will develop curriculum on the use of personal sketchbooks that will provide time for student reflection, practice, and planning.	After Agreement execution date to be done through Winter 2025
1.b Teachers will identify and purchase devices to support the collection of student reflection videos and digital portfolios. Teachers will develop curricular resources to support the use of devices in the elementary arts classroom.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
1.c Teachers will identify and host an artist for in class residencies on finding/amplifying student voice. A minimum of one (1) artist residency should be conducted once during the 2024-2025 school year for each of the eight (8) elementary schools. The same artist may be used for the artist residency at different elementary schools depending on the artist’s availability.	After Agreement execution date to be done once during the 2024-2025 school year.
<b>Outcome 2:</b>	The elementary arts curriculum will balance the learning outcomes of creating, responding, presenting, and connecting to increase student belonging.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
2.a Teacher will identify and purchase art displays for presenting student work at each elementary school.	After Agreement execution date to be done through Winter 2025

<p>2.b Teachers will identify a minimum of one (1) artists/facilitators and host a minimum of one (1) professional learnings twice during the 2024-2025 school year for elementary arts educators on cultural diversity.</p>	<p>After Agreement execution date to be done two (2) times during the 2024-2025 school year.</p>
<p>2.c Teachers will identify and purchase curricular resources to support anti-racist arts curriculum development for all elementary arts teachers.</p>	<p>After Agreement execution date to be done ongoing through the 2024-2025 school year.</p>
<p><b>Outcome 3:</b></p>	<p>Elementary art students’ artistic vocabulary will increase using digital resources for student reflection in the arts classrooms.</p>
<p><b>Action Steps:</b></p>	<p><b>Estimated Timeline</b></p>
<p>3a. Teachers will develop resources and supports for students to reflect and show case their artwork through digital portfolios.</p>	<p>After Agreement execution date to be done through Winter 2025</p>
<p>3.b Teachers will develop a minimum of one (1) opportunity (i.e. an art show or display) for students to share and talk about their work with the community.</p>	<p>After Agreement execution date to be done ongoing throughout the 2024-2025 school year.</p>
<p>3.c Teachers will support students in the development of writing artist statements to accompany their digital portfolios and a minimum of one (1) in-person community art shows.</p>	<p>After Agreement execution date to be done ongoing throughout the 2024-2025 school year.</p>
<p>CRAE Cohort Members will be available from July 1, 2025 through Sept. 30, 2025 to assist MDE with follow up questions.</p>	<p>July 1, 2025 through September 30, 2025</p>

**Budget for the Duluth Elementary Team’s portion of the CRAE project**

PROJECT BUDGET			
<b>Project Team:</b>	Elementary Team		
<b>City/Region:</b>	Duluth		
<b>School District Name(s):</b>	Duluth Public Schools		
<b>Schools(s):</b>	Stowe, Piedmont, Lakewood, Congdon, Laura MacArthur, Lowell, Homecroft, Lester Park, Meyers-Wilkins		
	Budget Request		
Services:	Rate	Quantity	Cost
Diversity, Equity, Inclusion ("DEI") Workshop			\$500.00
Sub costs to attend DEI Workshop	\$ 160.00	8 teachers	\$1,280.00
Artist Residencies (1 per Elementary teacher)		8 teachers	\$19,200.00
Screenflex display panels 6' x 20'	\$ 1,949.00	15	\$29,235.00
Lenovo Ideapad Duet 5 Chromebook	\$ 369.00	36	\$13,284.00
Covers for Chromebooks	\$ 20.00	36	\$720.00
Soft foam relief plates - looking for an environmentally	\$ 153.00	9	\$1,377.00
Book - Anti racist art activities for kids	\$ 19.07	9	\$171.63
Webcams to use with Smartboard for virtual artist visits	\$ 150.00	9	\$1,350.00
3' x 5" Gelli plates (24 classpack)	\$ 210.00	10	\$2,100.00
Art Show Materials (food, advertising, clips, etc)			\$2,705.37
Curriculum work time - 1 day per teacher, Sub Reimbursement	\$ 160.00	8	\$1,280.00
<b>Total Services</b>			<b>\$73,203.00</b>
Travel:	Rate	Qty.	Cost
<b>Total Travel</b>			<b>\$0.00</b>
<b>Total Expenses:</b>			<b>\$73,203.00</b>

Variations between proposed and actual hours are allowed so long as the total amount for Services does not exceed **\$73,203.00**.

The PAI Action steps for implementation for the Duluth Secondary Team for this district may include but are not limited to:

Duluth Secondary Team - Action Steps	
<b>Outcome 1:</b>	Secondary arts educators will have a new and sustainable foundation for integrating diverse perspectives into their curriculum and instruction.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
1.a Teachers will identify, schedule, and host a minimum of one (1) professional learning to be conducted two (2) times during the 2024-2025 school year for secondary arts educators on cultural diversity.	After Agreement execution date to be done two (2) times during the 2024-2025 school year
1.b Teachers will develop and lead secondary arts educators through a: <ul style="list-style-type: none"> <li>• curriculum audit,</li> <li>• self-audit,</li> <li>• culture audit, and</li> <li>• climate audit.</li> </ul>	After Agreement execution date to be done through Winter 2025
1.c Teachers will develop and provide specific media arts training highlighting a variety of diverse media artists.	After Agreement execution date to be done during Winter 2025
1.d Teachers will review and evaluate current arts curriculum for diversity and will develop a plan to address any gaps in the curriculum.	After Agreement execution date to be done through Winter 2025
<b>Outcome 2:</b>	Secondary arts student will be able to recognize and respond to the world with an awareness of their own personal culture.

<b>Action Steps:</b>	<b>Estimated Timeline</b>
2.a Teachers will identify a variety of diverse artists and resources in the local community and beyond.	After Agreement execution date to be done during Winter 2024
2.b Teachers will host/connect various local artists and/or artists outside of Minnesota with students via residencies, fieldtrips, or other curated experiences.	After Agreement execution date to be done through Winter 2025
2.c Teachers will develop curriculum around the artist experiences focused on personal cultural identity and the awareness of the world.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
2.d Teachers will utilize existing and identified new resources and materials to intentionally explore themes of equity, identity, diversity in art making processes.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
<b>Outcome 3:</b>	Secondary art students across the district will be able to share their own culture identities and learning with their communities.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
3.a Teachers will continue to learn and develop opportunities for students to reflect on diversity, equity, and identity into their current and new curriculum.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
3.b Teachers will identify and develop opportunities for students to respond to and engage in art making utilizing a variety of mediums.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.

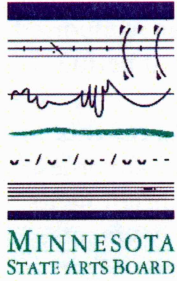
3.c Teachers will identify community spaces and host a minimum of one (1) art show for students to display their artwork for the community.	Spring 2025
3.d Teachers will create a minimum of one (1) activity for the community to engage with the student artwork at the art show in step 3c.	Spring 2025
CRAE Cohort Member will be available from July 1, 2025 through Sept. 30, 2025 to assist MDE with follow up questions.	July 1, 2025 through September 30, 2025

**Budget for the Duluth Secondary Team’s portion of the CRAE project**

PROJECT BUDGET			
<b>Project Team:</b>	Secondary Team		
<b>City/Region:</b>	Duluth		
<b>School District Name(s):</b>	Duluth Public Schools		
<b>Schools(s):</b>	Ordean East MS, Lincoln Park MS, Denfeld HS, East HS, Alternative HS		
	Budget Request		
Services:	Rate	Quantity	Cost
Diversity Training for Secondary Arts Educators			\$300.00
Secondary Arts Educators Curriculum Training	\$ 160.00	16	\$2,560.00
MS Lenova Idea Pad tablets, with Google education package (\$45)	\$ 550.00	9	\$4,950.00
Tablet cases	\$ 25.00	9	\$225.00
Canon Video Cams for MS, with SD card and Rode mic	\$ 900.00	9	\$8,100.00
Stand Alone Monitors for Displaying Digital Artwork	\$ 206.00	2	\$412.00
MS, HS Frames, 12x18, with mats	\$ 20.00	10	\$200.00
HS (split) Adobe Creative Suite for Photo & Cinema classes	\$ 2,500.00	1	\$2,500.00
Field Trip / Artist Visits			\$1,800.00
MS-HS - Food for artist events.meetings			\$600.00
MS - HS -transportation for visiting artists or field trips			\$2,500.00
6-12 Media Arts staff Arts Training			\$4,850.00
		<b>Total Services</b>	<b>\$28,997.00</b>
Travel:	Rate	Qty.	Cost
		<b>Total Travel</b>	<b>\$0</b>
		<b>Total Expenses:</b>	<b>\$28,997</b>

Variations between proposed and actual hours are allowed so long as the total amount for Services does not exceed **\$28,997.00**.

Grand total for this Agreement is not to exceed **\$102,200.00**.



**MINNESOTA STATE ARTS BOARD  
NOTICE OF GRANT AWARD**

**Grantee** Denfeld High School  
**Grant Program** Arts Education  
**Grant Number** 166445  
**Grant Amount** \$8,000

Congratulations! The Minnesota State Arts Board has awarded you a FY 2025 Arts Education grant.

Your grant contract is attached. Please take time to read it carefully. If you have questions about any terms in the contract, please contact the Arts Board or consult your legal counsel.

**Sign and return the contract:** When you've read and understand the limits and requirements of the grant, please sign the last page with a digital DocuSign signature. **The Arts Board cannot make payments, and you may not spend grant funds or charge expenses to the grant, until the contract is signed by all parties or the grant period start date, whichever is later.**

The following steps are instructions for how to complete your DocuSign signature:

1. For individuals, the individual who will receive the grant should sign the contract.
2. For organizations, the organization's primary contact person will be sent an email message to obtain the authorizing official's signature.
3. If the email recipient is not the person authorized to sign the contract, they will be asked to forward the DocuSign email to the appropriate authorizing official so they can sign the contract.

**The individual grantee or authorizing official should follow the steps as outlined below:**

1. Read through this notice of award and the grant contract that follows.
2. The final page of the contract is a signature page. Please sign in the appropriate Grantee signature block.
3. For organizations, the authorizing official should sign their legal name, not the name of the organization, in the signature block. If you have trouble signing with your legal name, please do not sign; instead contact the Grants Office at [GrantsOffice.MSAB@state.mn.us](mailto:GrantsOffice.MSAB@state.mn.us) for assistance.
4. Once signed, click "Finish" at the bottom of the final page to complete the signing process.

Once all signatures have been obtained, your organization's primary contact person will receive another email message from DocuSign with a copy of the completed contract. An electronic copy of your contract will also be attached to your WebGrants file so it will be available whenever you need to refer to it.

It's important that you understand and adhere to all parts of the contract. The following sections are called out only because they are some of the most frequently asked contract questions.

- **Refer to Section C: Term of grant contract to find the beginning and end dates of the grant period.** The grant period will begin on the effective date listed in this section or on the date that all required parties have signed the contract, whichever is later. All grant supported activities must take place, and all grant funds must be expended, within the grant period.
- **Refer to Section D: Consideration and payment to find the payment schedule for this grant.** The payment schedule includes dates and dollar amounts. Grants of \$25,000 or less will be paid in one installment. Grants larger than \$25,000 will be paid in two installments. The dates in the grant contract are the dates that the Arts Board will authorize payments. You can expect to receive the payment approximately three weeks after the authorization date.
- **Refer to Section E: Allowable use to find information about how grant funds may be used.** Please note that these grant funds may only be used for activities that take place in Minnesota.
- **Refer to Section F: Amendments for information on making changes to your grant project.** If you need to make significant changes in the activities or expenses you proposed in your application, please contact us and we can discuss a potential contract amendment.
- **Refer to Section H: Acknowledgment for acknowledgment language, logos, and requirements.** Your grant is made possible by the citizens of Minnesota through appropriations from the Minnesota State Legislature. It's vital that Minnesotans understand how their tax dollars are being used and it's vital that legislators see evidence of the impact tax dollars are having throughout the state. Refer to this section to ensure that you use proper language and logos when acknowledging Arts Board support. Please take a moment now to share this information with your communications and marketing staff and underscore with them the importance of proper acknowledgement. The Arts Board may impose consequences if grants are not properly acknowledged.
- **Refer to Section I: Final report to find the due date for your final report.** The Arts Board will provide a report form for you to use. You'll need to describe how you used the funds and what impact they had on the individuals and communities you served. You'll also need to document the expenses that you charged to the grant.

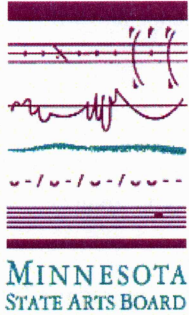
Public dollars belong to, and must benefit, the public. It is crucial that your participants understand how this funding makes the arts experiences you offer possible. Use your ongoing communication vehicles and your media outlets to share stories of how your work is enriching and transforming lives. It is also crucial that public officials understand the impact their investments are having. **Please take a minute today to send a letter to your state legislators, thanking them for their support of arts funding.** Help them understand how state grant dollars benefit Minnesota citizens in your area and find ways to keep them informed about your activities throughout the grant period. Here is a link to help you locate your district's elected officials:  
<http://www.gis.leg.mn/OpenLayers/districts/>.

**If you have questions.** Contact the following program officer if you have questions about your grant, the terms of this grant contract, or your reporting requirements.

Jenny Dodgson

Phone (651) 539-2672 | Toll-free (800) 866-2787 | Email [ArtsEducation@arts.state.mn.us](mailto:ArtsEducation@arts.state.mn.us)

Thank you for all you are doing to keep the arts present in the lives of Minnesota residents and communities!



**Minnesota State Arts Board**  
540 Fairview Avenue North, Suite 304  
Saint Paul, MN 55104  
(651) 539-2650 | (800) 866-2787

**FISCAL YEAR 2025  
ARTS EDUCATION**

Grant Number 166445

**This grant contract** is between the State of Minnesota, acting through its Board of the Arts (referred to as the "Board"), and Denfeld High School, Independent School District 709 (referred to as the "Grantee").

Whereas, Minnesota Statutes 2024, section 129D.04, authorizes the Board to distribute grants, loans, and other forms of assistance for artistic activities; and

Whereas, the Minnesota State Legislature appropriated \$50,534,000 from the State's arts and cultural heritage fund to the Minnesota State Arts Board for fiscal year 2025 grant programs and services (Minnesota Session Laws, 2023 regular session, chapter 40, article 4, section 2, subdivision 3; Minnesota Session Laws, 2024 regular session, chapter 106, article 4, section 2, subdivision 3); and

Whereas, the Minnesota State Legislature appropriated \$7,787,000 from the State's general fund to the Minnesota State Arts Board for fiscal year 2025 grant programs and services (Minnesota Session Laws, 2023 regular session, chapter 62, article 1, section 25, subdivision 1); and

Whereas, the United States Congress, acting through the National Endowment for the Arts, has awarded \$1,060,600 to the Minnesota State Arts Board for fiscal year 2025 for arts programs and priorities in Minnesota; and

Whereas the Board has instituted a pilot grant program, Arts Education, and has selected the applicant as a Grantee in that program;

Therefore, the Board agrees to award to the Grantee a fiscal year 2025 Arts Education grant in support of eligible costs as described in the Grantee's Application; and

The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the Board. Pursuant to Minnesota Statutes §16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Therefore, the Board and Grantee agree to the following terms and conditions, and further agree that Grantee's failure to comply with any of the requirements of this contract may jeopardize its eligibility to apply for or receive future Arts Board grants.

**A. PURPOSE**

The purpose of this grant program is to help Minnesotans develop personal relationships with an art form(s) by supporting learning experiences for individuals of all ages and abilities. Project grant funds may be used for age-appropriate classes, workshops, camps, after-school programs, online education programs, community arts education, school residences or partnerships, etc.

**B. DEFINITIONS**

For the purpose of this grant contract the following terms shall have the meanings given to them.

"Arts and cultural heritage fund" means the special fund, created by the Minnesota Constitution, article XI, section 15, proceeds of which may be spent only for arts, arts education, and arts access and to preserve Minnesota's history and cultural heritage.

Initial DS  
JN GO

“Artist” means an individual artist, cultural bearer, or arts organization that will be providing the art experience and whose name is listed in the application.

“Authorizing official” means the individual delegated authority to enter into contracts and accept grants for the Grantee's organization (e.g. president or comparable officer, executive director, board chair).

“Primary contact person” means the individual with delegated authority to act for the Grantee's organization on grant activity matters such as signing off on final reports and routine contact with the Board.

“Application” means the official set of forms supplied by the Board and submitted by the Grantee, including any required attachments, which is stored in WebGrants and incorporated into this contract. To open the Application, select Login to WebGrants from the front page of the Board's Web site at <http://www.arts.state.mn.us/>, enter log in information, select My Grants and the title of the grant that matches grant number listed on page one of this grant contract.

“Event” means a performance, exhibition, screening, workshop, class, or any other activity intended for an audience or group of participants.

**C. TERM OF GRANT CONTRACT**

**Effective date:** This grant contract shall take effect on January 1, 2025, or the date the Board obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. Per Minnesota Statute §16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work, and may not expend any grant funds, under this grant contract until the effective date of this grant contract and the Board has notified the Grantee that work may commence.

**Expiration date:** This grant contract shall end on December 31, 2025, or the date that all obligations have been satisfactorily fulfilled, whichever occurs first.

All eligible costs must be incurred between the effective date and the expiration date of the grant contract.

**D. CONSIDERATION AND PAYMENT**

The State will pay for services performed by the Grantee under this grant contract as outlined below.

The total obligation of the State for all compensation to the Grantee under this grant contract will not exceed \$8,000.

Grant contracts that are fully executed and are \$25,000 or less will be payable in full on January 20, 2025.

Grant contracts that are fully executed and greater than \$25,000 will be payable in two installments as follows:

- 95 percent of the total grant will be payable on January 20, 2025.
- The final 5 percent will be payable upon the Board's receipt and approval of the Grantee's final report.

Allow three weeks after these dates for receipt of scheduled payments.

The Grantee agrees to return to the Board all funds not spent at the end of the grant period.

The Board advances payments on all grants. The justification for making advance payment is as follows: The Board uses a stringent, competitive review process to determine which organizations to fund; this process ensures that there will be no substantial losses to the State. The agency has had a long-standing tradition of advancing payments to Grantees. Advance payments ensure that activities can begin immediately upon grant contract execution, therefore increasing the amount of time the Grantee has for successful completion of grant outcomes. Advance payments reduce the financial burden a Grantee might suffer waiting for the State to process reimbursements. A rigorous, citizen-driven review process and a practice of making advance payments enable the Board to make the most efficient use of its administrative resources.

**Federal Funds**

If no federal grant number, CFDA number, and federal fund amount are listed in this section then no federal funds were used to fund this grant contract. Payments under this grant contract will be made from federal funds obtained by the Board from the National Endowment for the Arts, awarded June 4, 2024, to support partnership agreement activities, federal grant number \_\_, and CFDA number \_\_. The amount of federal funds included in this grant contract is \$0. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee’s failure to comply with federal requirements.

**E. THE GRANT ACTIVITIES AND USE OF GRANT FUNDS**

The Grantee shall use the funds received under this grant contract only for the eligible costs described in the Grantee’s approved Application and agrees that the funds received from the Board shall not be used to support any of the following purposes:

1. To support activities in which artists are required to pay excessive artist entry or exhibition fees;
2. To pay debts incurred before the grant period begins;
3. To support activities which are essentially for the religious socialization of the participants or audience;
4. To support activities in primary or secondary level parochial schools;
5. To pay for capital costs, such as improvements, construction, property, or equipment costing \$5,000 or more;
6. To pay bad debts or contingency funds, fines and penalties, interest and other financial costs, or the under-recovery of costs from one grant contract charged to other grant contracts;
7. To start, match, add to, or complete any type of capital campaign (such as endowment, debt retirement, or building campaign);
8. To make political contributions or donations, pay lobbyists’ fees, to cover entertainment costs, or to support activities that attempt to influence any state or federal legislation or appropriation;
9. To support activities taking place after the end of the grant period;
10. To support an event that is not open to the general public or an event that does not establish admission charges when feasible;
11. To support projects, programs, or activities that take place outside the state of Minnesota.

The Grantee agrees that all of the following are true:

1. The Grantee has no overdue reporting requirements as specified in a previous contract with the Board.
2. The Grantee is in compliance with any additional active contract with the Board.
3. If the Grantee is an individual,
  - a. the Grantee is an artist working in dance, media arts, music, photography, poetry, prose, theater, or two- and three-dimensional visual art;
  - or-
  - the Grantee is a culture bearer who has been trained by traditional elders or master artists and whose artistic practice is reflective of the cultural life of a community.
  - b. the Grantee is a professional artist, at least 18 years of age, a current Minnesota resident for a minimum of six months who will remain a resident throughout the contract period, and a United States citizen or individual who has attained permanent resident status.

In addition to the above conditions, the Grantee agrees that the arts and cultural heritage funds shall be used to:

1. Supplement and not substitute for traditional sources of funding. The Arts Board defines “traditional sources” as funds received from the State of Minnesota’s general fund or capital investment budget.
2. Support projects, programs, or activities that have measurable outcomes, and a plan for measuring and evaluating the results.
3. Support only those administrative, indirect, or institutional overhead costs that are directly related to and necessary for carrying out Grantee’s projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

Arts and cultural heritage funds may not be spent on administrative, indirect, or institutional overhead costs unless they are directly related to and necessary for Grantee’s projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

**F. AMENDMENTS**

Amendments to this grant contract shall be in writing using the contract amendment form available from the Board and shall not be effective until it has been executed and approved by the same parties who made the original contract, or their authorized successors or designees. The Grantee agrees to submit any request to amend the contract to the Board during the term of the contract (see section C. Term of Grant Contract), and not later than 30 days prior to making any desired changes in the contract activities. Changes that will significantly alter proposed activities or budget must be submitted and

**G. NOTIFICATION AND CHANGES REQUIRING PRIOR APPROVAL**

The Grantee agrees to notify the Board, in writing, immediately of any change in the primary contact person or authorizing official, address, e-mail, or phone numbers relative to this grant contract.

**H. ACKNOWLEDGMENT**

Grantee must acknowledge this Minnesota State Arts Board grant. Publications, printed programs, or other graphic material related to activities supported must use the Arts Board and Minnesota legacy logos, and the following credit line:

*This activity is made possible by the voters of Minnesota through a grant from the Minnesota State Arts Board, thanks to a legislative appropriation from the arts and cultural heritage fund.*

Using the Arts Board and Minnesota legacy logos are required, however using the logos alone is not sufficient to meet this requirement; the text must also be included. Digital files for the required logos can be downloaded from the Board's Web site at <http://www.arts.state.mn.us/grants/support.htm>.

Oral acknowledgment should be given at any event for which there is no printed program, and in interviews with the media.

**I. FINAL REPORT**

The Grantee agrees to report to the Board using the final report form, supplied by the Board, and submit one sample acknowledgment, as described in section H of this grant contract, by January 30, 2026. If that date falls on a weekend or holiday, the final report is due on the next business day. Grantee will be expected to report on activities that were supported and outcomes that were achieved as a result of this grant, and shall account for all funds awarded through this grant contract.

The Grantee agrees to return to the Board all funds not spent on the activities for which these funds were awarded within 30 days of the end of the grant period.

These obligations survive the expiration date of this grant contract.

**J. RECORDKEEPING, AUDITS, AND MAINTENANCE OF RECORDS**

The Grantee agrees to abide by the financial record keeping standards that require the Grantee to:

1. Provide for accurate, current, and complete disclosure of the financial results of the grant activities in accordance with Board reporting requirements;
2. Maintain records that identify adequately the source and application of funds for grant supported activities;
3. Provide effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes;
4. Provide a comparison of actual with budgeted amounts for the grant;
5. Provide principles and standards for determining allowable costs applicable to this grant (see Grant Activities and Use of Grant Funds section of this contract); and
6. Maintain accounting records that are supported by source documentation.

If Grantee received \$750,000 or more in a year from the federal government, the Grantee shall also comply with federal audit requirements in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and Title 2, "Office of Management and Budget Guidance for Grants and Agreements Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If a Single Audit is required, the Grantee agrees to forward one copy to the State Auditor's Office.

Under Minnesota Statutes 16B.98, subdivision 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to this grant agreement are subject to examination by the Board, the commissioner of the Department of Administration, and the legislative auditor for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. This authority also is extended to the National Endowment for the Arts, the comptroller general of the United States, or any other duly authorized representative of state or federal government. The examination and use may include the making of audits, excerpts, transcripts, and other lawful purposes.

The fiscal records to be retained include, but are not limited to, invoices, receipts, canceled checks, supporting documents, statistical records, and all other records relating to this grant contract.

The program records to be retained include, but are not limited to, printed programs, posters, newspaper articles, and other publicity and information relating to this grant contract, as well as documentation appropriate to the grant activities.

These obligations survive the expiration date of this grant contract.

**K. TERMINATION, RESCINDMENT, AND PENALTIES**

This grant contract may be terminated at any time by mutual written agreement of the Board and Grantee.

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

The commissioner of the Department of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

The Grantee is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in relation to the use of these funds. Failure to comply may result in termination or forfeiture of the grant.

In the event of termination, the Grantee agrees to return all funds that have not been expended as of the date of the termination and all funds that the Board determines were spent in violation of this grant contract. The Board may assign penalties for Grantee's failure to comply with any requirements of this contract.

These obligations survive the expiration date of this grant contract.

**L. BOARD'S AUTHORIZED AGENT**

The Board's authorized agent for the purposes of administration of this grant contract is the executive director. The Board's contact for the purposes of this grant contract is:

Jenny Dodgson, program officer  
[ArtsEducation@arts.state.mn.us](mailto:ArtsEducation@arts.state.mn.us) (651) 539-2672

**M. ASSIGNMENT, WAIVER, AND GRANT CONTRACT COMPLETE**

**Assignment:** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the Board, approved by the same parties who executed and approved this grant contract, or their successors in office.

**Waiver:** If the Board fails to enforce a provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

**Grant Contract Complete:** This grant contract contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

**N. LIABILITY**

The Grantee agrees to indemnify and save and hold harmless the State of Minnesota, the Board, its agents, and employees from any and all claims or causes of action arising from or relating in any way to the grant activities by Grantee or Grantee's agents or employees. This clause shall not be construed to bar any legal remedies the Grantee may have for the Board's failure to fulfill its obligations pursuant to this grant contract.

This provision shall survive the termination of this grant contract.

**O. AFFIRMATIVE ACTION**

175 The Grantee certifies having received a certificate of compliance from the commissioner of human rights pursuant to Minnesota Statutes, section 363A.36, when applicable.

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**P. WORKERS' COMPENSATION**

In accordance with the provisions of Minnesota Statutes, the Grantee certifies compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**Q. ANTITRUST**

The Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and services provided in connection with this grant contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, when applicable.

**R. BOARD RULES**

The Grantee agrees to comply with the rules of the Board, Minnesota Rules, chapter 1900, pertinent to the grant program of this grant contract. If and to the extent that this grant contract is construed to be inconsistent with the rules of the Board, the rules shall govern.

**S. DATA DISCLOSURE**

Under Minnesota Statutes § 270C.65, subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Board, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

These obligations survive the expiration date of this grant contract.

**T. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. The venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**U. SUSPENSION AND DEBARMENT**

The commissioner of the Department of Administration is authorized to suspend or debar grantees from eligibility to receive state-issued grants under specified circumstances.

**V. FEDERAL COMPLIANCE**

The Grantee agrees to abide by all requirements of federal law applicable to programs funded in whole or in part by the National Endowment for the Arts including, but not limited to, the laws listed herein. General descriptions of those laws pertinent to this grant contract are provided below for the convenience of the Grantee only and are not intended to, and do not, interpret those laws. Grantee should consult the actual laws or legal counsel to determine their requirements and applicability.

**National Endowment for the Arts regulations:** 45 C.F.R. parts 1110, 1151, 1153, 1154, 1157, 1158.  
General Terms and Conditions of National Endowment for the Arts grants are available on the NEA Web site at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.

**Age Discrimination Act of 1975:** This act provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance as specified under 42 U.S.C. 6102.

**Fair Labor Standards:** Federal law requires that labor standards on activities assisted in part by funds from the National Endowment for the Arts must comply with 29 C.F.R. Part 505.

**Discrimination on the Basis of Race, Color, or National Origin:** No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities, as specified under 42 U.S.C. 2000d.

**Debarment and Suspension:** Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal

department or agency, nor has, within the three years preceding the submission of the application for this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with a public (federal, state, or local) transaction or a grant contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; had any public transactions terminated for cause or default; or is presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the preceding offenses.

**Drug-Free Workplace Act of 1988:** The Grantee is required to certify to the Board that it will provide a drug-free workplace [45 C.F.R., part 1154.600(a) (1)]. Grantees should refer to 45 C.F.R., part 1154, Appendix C, for language regarding the required certification.

**Discrimination of Individuals With A Disability:** No otherwise qualified individual with a disability in the United States, shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities pursuant to 29 U.S.C. section 794 (Rehabilitation Act of 1973). The phrase "individual with a disability" means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such an impairment, or (c) is regarded as having such an impairment and as otherwise defined by 29 U.S.C. section 705 (20).

**Americans with Disabilities Act of 1990 (ADA):** The ADA encompasses private sector entities that serve the public including arts organizations that do not receive federal support, retail businesses, movie theaters, and restaurants. It extends accessibility requirements for individuals with disabilities to the private sector.

**Lobbying:** The federal provisions regarding the use of National Endowment for the Arts funds for lobbying activities are included in two provisions. 18 U.S.C. Sec. 1913, "Lobbying with appropriated moneys," prohibits any federally appropriated funds to be used directly or indirectly to pay for activities intended or designed to influence a member of Congress. In addition, 31 U.S.C. Sec. 1352, "Certification regarding lobbying," prohibits the use of federally appropriated funds to pay costs associated with lobbying members of Congress, employees of Congress, and employees of federal agencies regarding the award or amendment of any federal grant, cooperative agreement, contract, or loan. Exempted from the definition of lobbying are certain agency and legislative liaison activities and professional and technical services. Use of nonfederal funds for such activities must be disclosed to the federal agency. Exempted from the disclosure requirement are lobbying activities of long-term employees.

**Sex Discrimination:** No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance, as specified under Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, as amended.

**W. PATENTS AND COPYRIGHTS**

To the extent allowable by federal law, any and all patents, copyrights, or other legal interest in and relevant to the grant activities, or materials generated in pursuance of the grant activities, shall be the sole and exclusive property of the Grantee or the Grantee's designee.

**X. OTHER PROVISIONS**

If the Grantee is a business or private enterprise that receives grants or loans from the State of Minnesota in amounts over \$200,000 a year, it must list any vacant or new positions with the state work force centers in accordance with Minnesota Statutes, section 116L.66.

**Y. ACCEPTANCE OF GRANT CONTRACT**

This grant contract shall not be considered accepted, approved, or effective until all required signatures are affixed. The Grantee is responsible for the obligations contained herein. If the terms of this grant contract are not clearly understood, Grantees are advised to seek assistance before signing.

For the purposes of execution, if the Grantee is an organization, the signature of a corporate official for the Grantee, having the authority to enter into this grant contract on Grantee's behalf, is required. If the Grantee is an individual, Grantee's signature is required.

1.

<b>GRANTEE</b>
_____
Authorizing official, printed legal name
_____
Signature, legal name
_____
Title
_____
Date

2.

<b>MINNESOTA STATE ARTS BOARD</b>
Susanne K. Gens
_____
Authorizing official, printed legal name
_____
Signature, legal name
Executive director
_____
Title
_____
Date

## Grant Applications December 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>
Northland Foundation	Becky Gamache	Duluth Preschool	\$14,272.77	SEL tools to help children calm and learn to solve problems. In kind: training and coaching to use the tools; no cost
Northland Foundation	Jen Jaros	Prenatal to Grade 3 group (Brenda Spartz, Sally Wiedt, Jen Jaros, Sherry Williams, Becky Crane, Becky Gamache)	\$4,000.00	The P3 group has an on-going focus of bridging gaps between EC and K3, along with engaging community partners and providers with the goals that align with MDE's Successful Learner Equation. Ready Schools + Ready Families + Ready Communities  The funds would be used for continuing Pyramid Model Training and supplies as well as community conversations hosted by this group that would enhance alignment both within our district systems as well as community providers and partners. Space to host meetings. No money from the general fund is necessary.
MDE	Cindy Miller	District-wide Library/Media/Tech	\$75,000.00	1. develop a communication campaign about digital literacy, digital citizenship, and tech lessons/resources in school and public libraries 2. K-12 school and public librarian PD about these topics
Duluth Superior Area Community Foundation	Danette Seboe	CTE: New East/Denfeld Forensics Classes	\$2,500.00	Equipment and supplies for new Forensic Science classes. We will need to purchase additional supplies and the required textbook.
Irving Community Club	Rachael Thapa	Lincoln Park Middle School (Zoe Blumhardt-LPMS Reading Interventionist,	\$5,000.00	Funds will be used to purchase books for all students and educators as well as snacks and supplies for "One Book One Day," a school-wide literacy event event.

		Rachel Thapa- Community School Coordinator)		The purpose of One Book One Day is to help reinforce our school-wide positive literacy climate and goals, to engage students in a community reading experience, and encourage discussion about books and reading. All students and staff will read through a student-selected book cover to cover together in one school day. Students will get to keep their book to add to their personal library at home or share with friends and family. Estimated budget: \$4000 for books (800 books x \$5/book) + \$1000 for snacks + event supplies
MN Department of Health	Lexie Neff	District Wide - Safety, Health, and Environmental Coordinator	\$4,000.00- 20,000.00	Grant funds are for decreasing the level of lead in water in schools. Grants are awarded based on number of impacted people, age of impacted people, and percent of tests that were over 5ppb at the time of the last testing (2021 for ISD 709). This was recommended by the Facilities Director, it has not been discussed with principals yet. Unsure if it would need to be, as work would be done over the summer.
Minnesota Department of Transportation	Andrea Heil	Duluth Community Education - Safe Routes to School Coordinator	N/A	MnDOT funds will go to local infrastructure planning groups: Arrowhead Regional Development Commission (ARDC) or the DSMIC (Duluth-Superior Metropolitan Interstate Council). They will partner with the district and community to develop the district-wide Safe Routes to School Plan.
Northland Foundation	Cal Harris	Ispec	\$800.00	The goal of our project is to foster a sense of responsibility and stewardship towards wildlife among third-grade girls by engaging them in hands-on activities that support and protect local bird populations. Through building and maintaining birdhouses and feeders, and participating in community clean-up efforts, the girls will learn about

				wildlife conservation, habitat preservation, and the importance of community service.
Hospitality Minnesota Education Foundation	Stacy Gizas	Denfeld HS Culinary Art Instructor & Child Development Teacher	\$2,500.00	Purchasing new Curriculum for Introduction to Cooking course. It is the the most recent ProStart Curriculum, - 3rd Edition
Minnesota Sea Grant Center for Great Lakes Literacy	Kayla Christensen	Ordean East Middle School, 8th Grade Science Teacher	\$550.00	Transportation and Payment for a field trip to Hartley.