

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 11, 2025

District Services Center

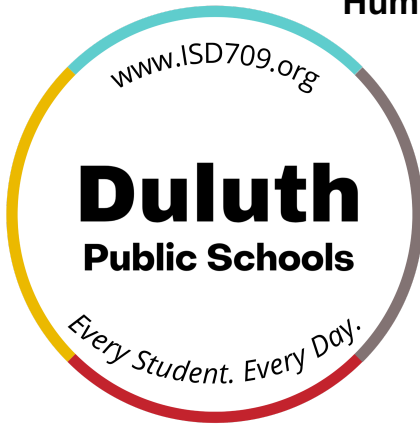
709 Portia Johnson Dr.

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	12
4) Technology Department Report	15
5) Transportation Department Report	16
<b>3. <u>Recommended Resolutions</u></b>	
A. B-2-25-4089 - Acceptance of Donations to Duluth Public Schools	17
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	19
B. Finances	
1) Financial Report	20
2) Fundraisers	21
C. Bids, RFPs, and Quotes	
1) BID #1332 - Uninterruptible Power Supply (UPS)	22
2) BID #1334.1 - ISP and MAN Services	23
3) BID #1335.1 - MAN Services (Arvig Building & Tech Village Locations)	24
4) BID #1336 - District 709 Solar Power	25
D. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	26
B. No Cost Contracts	113
C. Revenue Contracts - None	
D. Grant Applications	130

# Human Resources Report for February 2025 School Board Meeting Highlighting January 2025 Activities



Department: Human Resources  
HR|Business Services Committee: 02.11.2025  
Regular Board Meeting: 02.25.2025  
Report Prepared By: Theresa Severance

## Manager's Minutes:

- The Payroll team worked feverishly in January to print and mail W2s to employees. Despite efforts to move employees to electronic versions and contain costs from printing and mailing, the team printed and mailed 1635 W2s to current and former employees.
- January was also a busy month for the Human Resources team, working through displacements and other staffing changes/notices. In January, the team emailed and mailed a total of 63 letters.
- In January, several members of the HR Leadership team attended the Minnesota Association of School Personnel Administrators (MASPA) annual winter conference on January 31. Topics presented were leading through disruption of change, managing employee morale and recurring legal issues for personnel administrators.
- On January 27th, the Benefits team hosted a Retirement Session for all employees considering retirement in the next one to two years. Fifteen employees attended the session.

## What We're Working On:

- District Recruitment Plan and American Indian Recruitment Plan
- Transportation Hiring Event Planning
- Wellness Fair (May 27th with Professional Development Day)
- ACA Reporting
- DDWIAA Negotiations have continued with the latest meeting happening 02/04/2025

## Upcoming Changes/Improvements to the Department:

- Career and Hiring events we are attending in March
  - Fond du Lac Tribal and Community College Job Fair on March 10, 2025
  - Lake Superior College Career Transfer and Job Fair on March 26, 2025
- Summer School positions are posted

## Staffing Report:

- |                              |                                |
|------------------------------|--------------------------------|
| • Certified Appointments - 1 | Non-Certified Appointments - 9 |
| • Certified Leaves - 2       | Non-Certified Leaves - 5       |
| • Certified Resignations - 2 | Non-Certified Resignations - 7 |
| • Certified Retirements - 5  | Non-Certified Retirements - 0  |

## Open Positions:

### Certified:

Teachers (7)

*Elementary (2)*

*Middle School (1)*

*High School (1)*

*Special Education (2)*

*Adult Basic Education (1)*

Summer School (19)

Principal (1)

### Non-Certified:

Clerical (1)

Child Nutrition (5)

Maintenance (5)

*Master Electrician (1)*

*Second Shift Engineer I (1)*

*Second Shift Engineer II (2)*

Playground/Cafeteria Monitor (7)

Transportation (5)

*School Bus Driver II (1)*

Paraprofessionals (8)

*Certified Lifeguard (1)*

*Cultural Immersion Program Para (1)*

*Educational Sign Language Facilitators (1)*

*Sp. Ed. Building Wide Para ECSE (1)*

*Sp. Ed. Para Keyzone (1)*

*Sp. Ed. Program Para LPN (1)*

*Sp. Ed. Program Para LTS (1)*

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

\*\*\*Additional Department Attachments to Follow this Report on Board Book

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	471.00	396.00	75.00	78.00	77.00	68.00	82.00	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	78.00	75.00	76.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	256.33	212.33	44.00	34.00	43.00	49.33	46.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	511.00	437.00	74.00	81.00	99.00	77.00	90.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	314.00	255.00	59.00	52.00	48.00	56.00	45.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion	327.00	267.00	60.00	52.00	59.00	61.00	49.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	266.00	229.00	37.00	42.00	46.00	53.00	44.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	313.14	256.14	57.00	62.00	42.00	54.00	52.14	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	396.00	323.00	73.00	77.00	68.00	60.00	63.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	231.00	195.00	36.00	43.00	45.00	33.00	38.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	672.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.87	243.00	180.00	0.00	0.00	0.00	0.00
Ordean East Middle 335	1082.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	347.41	378.33	357.12	0.00	0.00	0.00	0.00
AE Online 650	186.56	0.00	767 students 45 Open Enrolled, 38 FT Residents, 684 PT Residents average enrollment 0.24 or less than 2 classes						0.00	0.57	0.28	25.86	52.44	64.56	42.85
Denfeld 215	928.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.71	250.61	247.61	179.10
East 220	1388.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	394.01	350.79	320.11	323.45
Merritt Creek Academy 81	86.74	34.00	2.00	2.00	7.00	8.00	11.00	6.00	6.00	11.00	10.74	10.00	9.00	3.00	1.00
ALC 611	88.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.44	30.57	39.00
Chester Creek Academy 575	31.00	19.00	0.00	2.00	1.00	5.00	8.00	3.00	1.00	4.00	1.00	4.00	1.00	1.00	0.00
Rock Ridge Academy 580	37.00	10.00	2.00	1.00	1.00	3.00	2.00	3.00	3.00	2.00	3.00	5.00	6.00	4.00	2.00
Arrowhead Academy 605	14.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	3.00	2.33	6.00	2.00
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	25.00	9.00	0.00	0.00	1.00	1.00	2.00	5.00	1.00	0.00	3.00	4.00	4.00	2.00	2.00
The Bridge 950	21.00	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	21.00
<b>Total:</b>	<b>8100.23</b>	<b>3017.47</b>	<b>597.00</b>	<b>594.00</b>	<b>615.00</b>	<b>603.33</b>	<b>608.14</b>	<b>597.00</b>	<b>608.28</b>	<b>638.90</b>	<b>556.14</b>	<b>696.58</b>	<b>694.61</b>	<b>678.85</b>	<b>612.40</b>

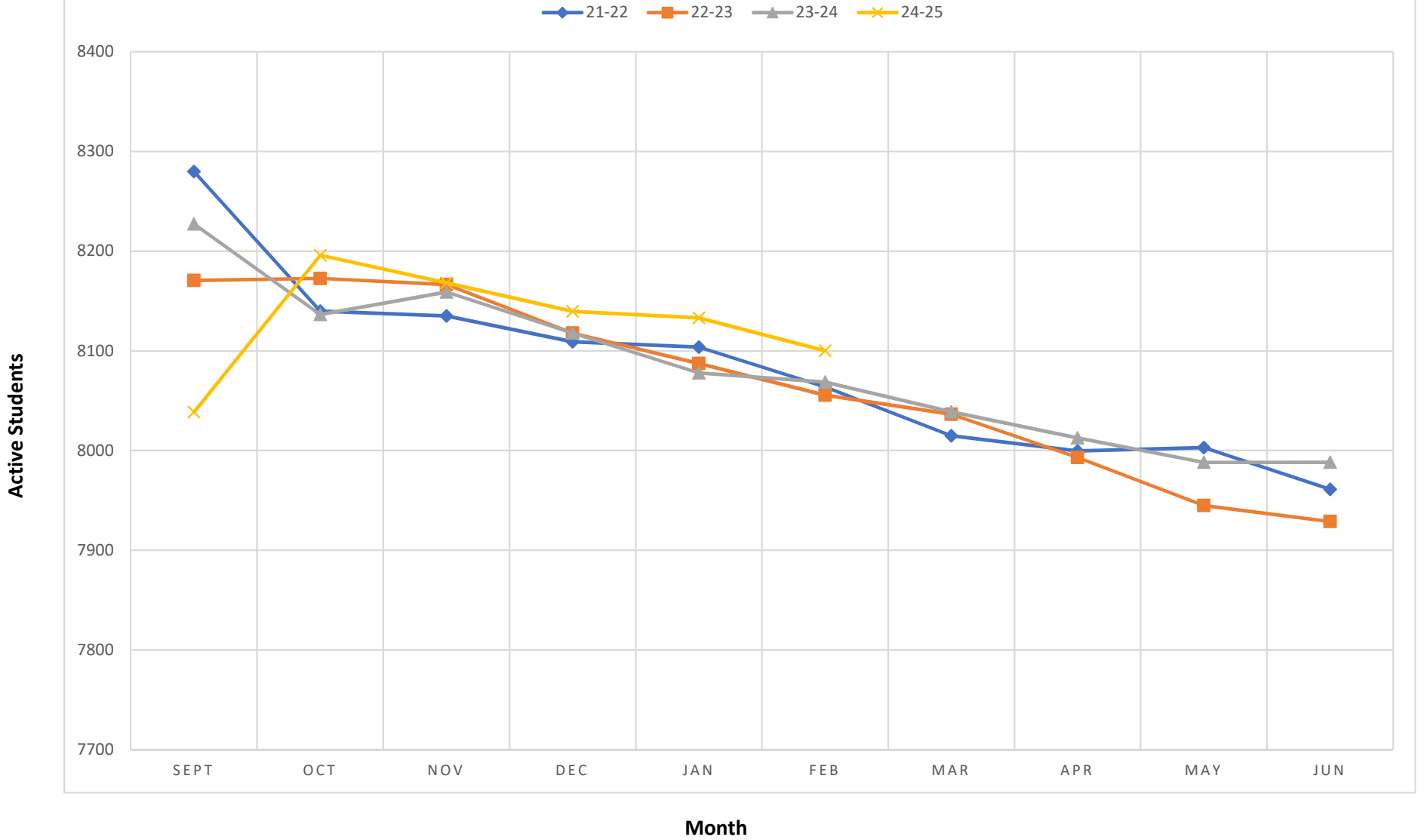
**2024-2025**  
**Month to Month Enrollment Changes by School**

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	471.00	0.00	0.00	0.00	0.00	3.00		0.00	-7.00
Homecroft 475	440.00	447.00	448.00	448.00	447.00	453.00	453.00	0.00	0.00	0.00	0.00	0.00		6.00	13.00
Lakewood 500	246.00	253.00	254.00	256.00	255.00	254.33	256.33	0.00	0.00	0.00	0.00	2.00		3.33	10.33
Lester Park 510	527.00	509.00	510.00	511.00	514.00	515.00	511.00	0.00	0.00	0.00	0.00	-4.00		2.00	-16.00
Lowell 520	297.50	308.00	312.00	312.00	312.00	314.00	314.00	0.00	0.00	0.00	0.00	0.00		6.00	16.50
Lowell Immersion 521	335.00	330.00	329.00	330.00	330.00	329.00	327.00	0.00	0.00	0.00	0.00	-2.00		-3.00	-8.00
MacArthur 525	283.00	251.00	254.00	260.00	259.00	259.00	266.00	0.00	0.00	0.00	0.00	7.00		15.00	-17.00
Myers Wilkins 540	307.00	307.00	317.00	309.00	309.00	312.00	313.14	0.00	0.00	0.00	0.00	1.14		6.14	6.14
Piedmont 550	395.00	388.00	394.00	391.00	393.00	394.00	396.00	0.00	0.00	0.00	0.00	2.00		8.00	1.00
Stowe 565	227.00	231.00	229.00	226.00	227.00	231.00	231.00	0.00	0.00	0.00	0.00	0.00	9.14	0.00	4.00
Lincoln Middle 225	612.35	664.00	674.00	672.28	677.28	673.05	672.87	0.00	0.00	0.00	0.00	-0.18		8.87	60.52
Ordean East Middle 335	1095.25	1078.55	1085.41	1086.74	1085.74	1083.74	1082.86	0.00	0.00	0.00	0.00	-0.88	-1.06	4.31	-12.39
AE Online 650	179.76	81.37	123.51	122.08	138.29	136.56	186.56	0.00	0.00	0.00	0.00	50.00		105.19	6.80
Denfeld 215	902.60	949.90	994.41	978.69	959.46	952.33	928.03	0.00	0.00	0.00	0.00	-24.30		-21.87	25.43
East 220	1386.45	1508.58	1505.05	1499.62	1470.04	1470.06	1388.36	0.00	0.00	0.00	0.00	-81.70	-56.00	-120.22	1.91
Merritt Creek Academy 81	81.85	69.00	74.71	79.71	81.00	84.00	86.74	0.00	0.00	0.00	0.00	2.74		17.74	4.89
ALC Seat Based 611	71.55	73.86	88.58	87.86	85.00	86.01	88.01	0.00	0.00	0.00	0.00	2.00		14.15	16.46
Chester Creek Academy 575	32.00	27.00	31.00	31.00	30.00	29.00	31.00	0.00	0.00	0.00	0.00	2.00		4.00	-1.00
WHA RRA 580	35.18	34.00	36.00	39.00	40.00	44.00	37.00	0.00	0.00	0.00	0.00	-7.00		3.00	1.82
Arrowhead Academy 605	18.00	17.00	18.00	15.00	14.33	11.00	14.33	0.00	0.00	0.00	0.00	3.33		-2.67	-3.67
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	0.00		-0.25	-0.25
Hospitals 630	22.66	15.00	17.00	13.00	16.00	11.00	25.00	0.00	0.00	0.00	0.00	14.00		10.00	2.34
The Bridge 950	14.85	25.00	25.00	24.00	24.00	23.00	21.00	0.00	0.00	0.00	0.00	-2.00	15.07	-4.00	6.15
<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>8100.23</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>-32.85</b>	<b>61.72</b>	<b>111.98</b>
<b>Change</b>		50.26	157.41	-27.69	-28.59	-6.56	-32.85	0.00	0.00	0.00	0.00				
<b>Adult Learners</b>			541.00	588.00	652.00	750.00	841.00					91.00			

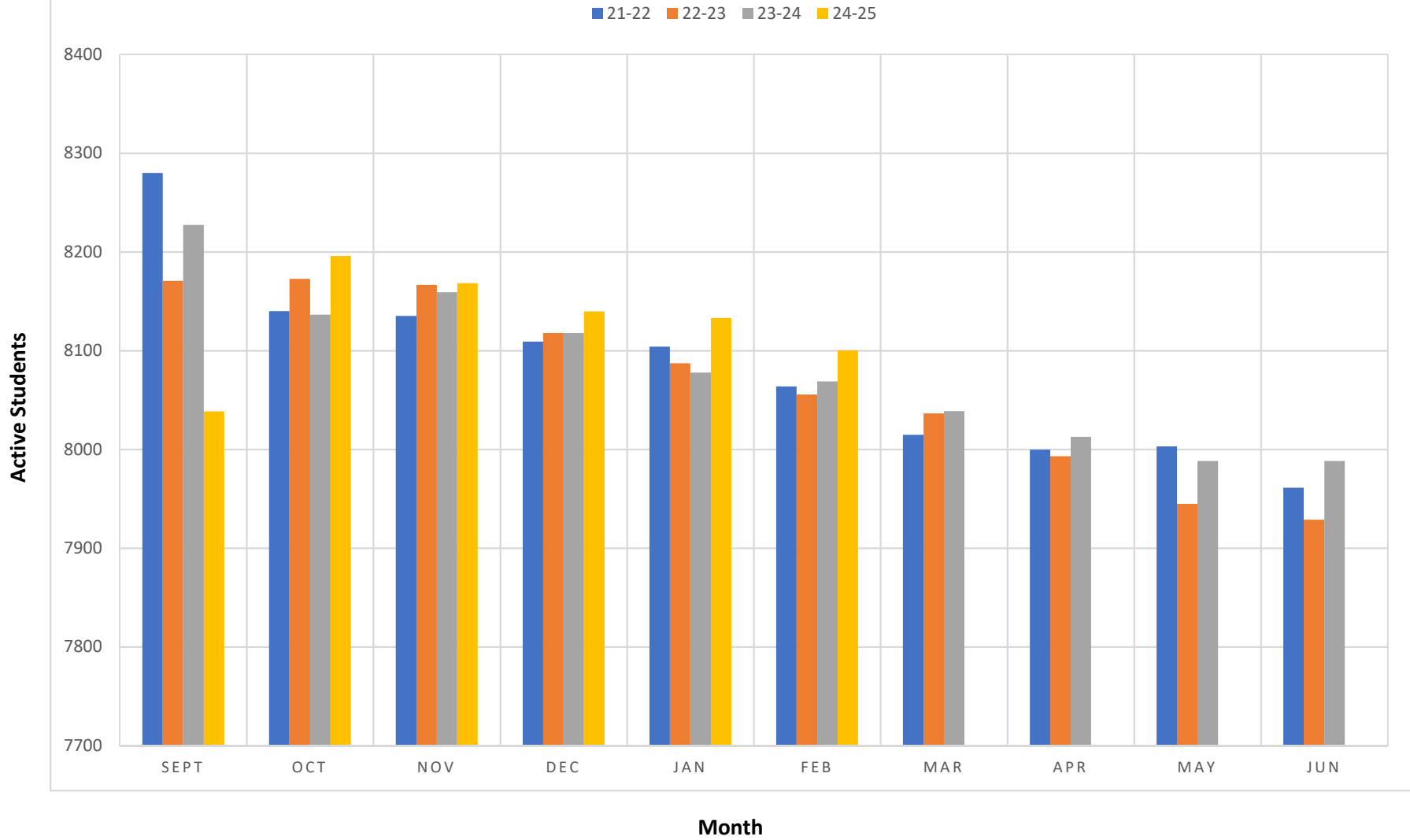
**2024-2025**  
**Month to Month Enrollment Changes by Grade**

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	335.33	0.00	0.00	0.00	0.00	27.43		221.33	262.52
PK	0.00	59.00	73.00	73.10	72.10	70.67	0.00	0.00	0.00	0.00	-1.43	26.00	70.67	57.98
KA	140.00	143.00	142.00	142.00	143.00	147.00	0.00	0.00	0.00	0.00	4.00		7.00	142.83
KG	436.25	448.00	448.00	448.00	447.00	450.00	0.00	0.00	0.00	0.00	3.00		13.75	446.21
1	585.00	587.00	591.00	590.00	592.00	594.00	0.00	0.00	0.00	0.00	2.00		9.00	589.83
2	610.00	614.00	616.00	612.00	615.00	615.00	0.00	0.00	0.00	0.00	0.00		5.00	613.67
3	599.00	605.00	601.00	605.00	605.33	603.33	0.00	0.00	0.00	0.00	-2.00		4.33	603.11
4	604.00	608.00	609.00	603.00	607.00	608.14	0.00	0.00	0.00	0.00	1.14		4.14	606.52
5	579.00	586.00	583.00	585.00	590.00	597.00	0.00	0.00	0.00	0.00	7.00		18.00	586.67
6	606.41	611.41	612.41	616.41	609.28	608.28	0.00	0.00	0.00	0.00	-1.00	14.14	1.87	610.70
7	626.00	641.00	633.94	639.94	641.94	638.90	0.00	0.00	0.00	0.00	-3.04		12.90	636.95
8	551.28	551.28	554.95	550.95	551.85	556.14	0.00	0.00	0.00	0.00	4.29	1.25	4.86	552.74
9	680.99	698.28	692.28	696.00	694.57	696.58	0.00	0.00	0.00	0.00	2.01		15.59	693.12
10	663.81	697.57	693.82	694.10	692.43	694.61	0.00	0.00	0.00	0.00	2.18		30.80	689.39
11	686.87	724.99	717.41	697.26	690.27	678.85	0.00	0.00	0.00	0.00	-11.42		-8.02	699.28
12	669.90	680.39	673.42	659.98	653.41	612.40	0.00	0.00	0.00	0.00	-41.01	-48.24	-57.50	658.25
<b>K 12 Total:</b>	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	0.00	0.00	0.00	0.00	-32.85	-32.85	61.72	8129.27
<b>Change</b>		157.41	-27.69	-28.59	-6.56	-32.85	0.00	0.00	0.00	0.00				

# ISD 709 ACTIVE ENROLLMENT BY MONTH



# ISD 709 ACTIVE ENROLLMENT BY MONTH





## Child Nutrition Report for February 2025 School Board Meeting Highlighting January 2025 Activities

Department:	Child Nutrition
HR Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Sheila Oak

### What We're Working On:

- Updating the Wellness policy
- Preliminary Summer Meals planning

### Upcoming Changes/Improvements to the Department:

- Held training with a Certified Rational Combi Oven Chef for Kitchen staff to update skills in cooking with Combi Ovens.

### Staffing Report:

- 3 positions open at Lincoln park biggest staffing challenge currently.
- Illness has been high district wide with staff missing numerous days.

### Stats in the Spotlight:

- Year to date meal counts on additional page

\*\*\*Additional Department Attachments to Follow this Report on Board Book

Monthly counts 2024 2025	Breakfast						Feb	Mar	April	May	June	TOTALS	Daily Average
	Sept	Oct	Nov	Dec	Jan	June							
Congdon	2014	2237	2194	1715	2035							10195	111
Denfeld	3568	4330	3784	2997	3619							18298	199
East High	4171	4834	4194	3209	3807							20215	220
Homecroft	2691	3040	2706	2052	2647							13136	143
Lakewood	1906	2035	1908	1553	1862							9264	101
Lester Park	2758	3240	2883	2206	2858							13945	152
Lincoln park Middle	3581	4273	3789	3385	3870							18898	205
Lowell	5091	6988	6637	4363	5553							28632	311
Laura Macarthur	3547	2729	3269	2717	3266							15528	169
Myers-Wilkins	3388	3559	3097	2407	3887							16338	178
Ordean/East Middle	2464	3122	2625	2076	2265							12552	136
Piedmont	5707	5489	4619	3712	440							19967	217
Rockridge	435	384	416	352	4449							6036	66
Stowe	3165	3357	2797	2415	160							11894	129
ALC	236	271	220	140	155							1022	11
	<b>44722</b>	<b>49888</b>	<b>45138</b>	<b>35299</b>	<b>40873</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>215920</b>	<b>2347</b>

	Lunch						Feb	Mar	April	May	June	TOTALS	Daily Average
	Sept	October	Nov	Dec	Jan	June							
Congdon	6426	6800	6140	5149	6242							30757	334
Denfeld	10485	10449	9042	7433	9128							46537	506
East High	10680	12267	10578	9298	11711							54534	593
Homecroft	6524	6939	6136	5321	6528							31448	342
Lakewood	3580	3927	3325	3178	3610							17620	192
Lester Park	7101	7738	7046	6024	7065							34974	380
Lincoln park Middle	9659	9505	8214	6873	8141							42392	461
Lowell	9358	10118	8898	7456	9333							45163	491
Laura Macarthur	4132	4244	3785	3107	3889							19157	208
Myers-Wilkins	5222	5322	4565	3826	4730							23665	257
Ordean/East Middle	13664	13504	11187	10531	12827							61713	671
Piedmont	6871	5645	5724	4702	5749							28691	312
Rockridge	490	498	522	400	546							2456	27
Stowe	3340	3587	3154	2603	3311							15995	174
ALC	471	458	484	279	268							1960	21
												<b>457062</b>	<b>4968</b>
Supper	0	1184	987	960	1124							4255	73
Harbor City	1611	1784	1570	1274	1408							7647	85
	<b>99614</b>	<b>103969</b>	<b>91357</b>	<b>78414</b>	<b>95610</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>926026</b>	<b>10094</b>

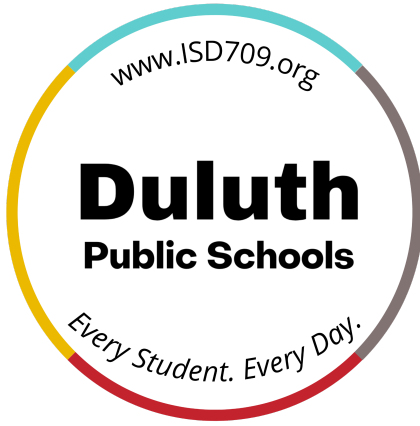
Head Start	Breakfast						Feb	Mar	April	May	June	TOTALS	Daily Average
	Sept	October	Nov	Dec	Jan	June							
Congdon	19	73	50	57	72							271	
Homecroft	38	150	137	114	159							598	
Lester Park	45	135	97	113	143							533	
Lowell	88	385	353	266	344							1436	
Laura Macarthur	39	368	299	262	377							1345	
Myers-Wilkins	157	710	616	503	697							2683	
Piedmont	47	265	233	221	255							1021	
Stowe	25	144	129	107	170							575	
	<b>458</b>	<b>2157</b>	<b>1864</b>	<b>1586</b>	<b>2145</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		8462	

Head Start	Lunch						Feb	Mar	April	May	June	TOTALS	Daily Average
	Sept	October	Nov	Dec	Jan	June							
Congdon	38	150	99	113	136							536	
Homecroft	38	149	137	114	171							609	
Lester Park	26	249	185	192	242							894	
Lowell	88	1154	353	266	343							2204	
Laura Macarthur	38	375	385	264	384							1446	
Myers-Wilkins	157	710	616	503	670							2656	
Piedmont	59	380	353	365	372							1529	
Stowe	25	141	118	102	157							543	
	<b>469</b>	<b>3158</b>	<b>2147</b>	<b>1806</b>	<b>2339</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			

AFTERSCHOOL SNACK												
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon	2030	2188	1905	1590	2022						9735	
Lincoln park Middle	667	926	910	728	1111						4342	
Lowell	2153	2486	2148	1775	2057						10619	
Laura Macarthur	322	615	456	384	690						2467	
Myers-Wilkins	319	578	608	449	446						2400	

<b>Piedmont</b>	912	553	757	721	746						3689
<b>Stowe</b>	450	490	473	356	429						2198
	<b>6853</b>	<b>7836</b>	<b>7257</b>	<b>6003</b>	<b>7501</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total meals/snacks</b>	<b>152,116</b>	<b>167,008</b>	<b>147,763</b>	<b>123,108</b>	<b>148,468</b>	-	-	-	-	-	<b>738,463</b>
<b>Days of service</b>	20	20	18	15	19						92
<b>Average meals per day</b>	7,606	8,350	8,209	8,207	7,814	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

<b>2023 2024 school year</b>											
<b>Total meals/snacks</b>	<b>146,876</b>	<b>167,167</b>	<b>167,232</b>	<b>111,724</b>	<b>165,368</b>	<b>130,783</b>	<b>143,844</b>	<b>137,096</b>	<b>181,297</b>	<b>19,559</b>	<b>1,370,946</b>
<b>Days of service</b>	19	20	20	14	20	16	18	17	22	3	172
<b>Average meals per day</b>	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520	



## Facilities Report for February 2025 School Board Meeting Highlighting January 2025 Activities

Department:	Facilities
HR Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

### Manager's Minutes:

- Myers Wilkins repairs are complete, with full occupancy given.
- ADA door installed at Homecroft.

### What We're Working On:

- Solar project installation.
- Myers Wilkins build outs for new classroom spaces. Walk through with Holm Construction.
- East High Manufacturing program buildout. Initial walk through with DSGW Architects and Engineers.
- Moving forward with the new Chiller installation at Myers Wilkins.

### Upcoming Changes/Improvements to the Department:

- N/A

### Staffing Report:

- Scott Cobb rehired to the District as a part time painter.

\*\*\*Additional Department Attachments to Follow this Report on Board Book

# Safety Report for February 2025 School Board Meeting Highlighting January 2025 Activities



Department: Safety  
HR|Business Services Committee: 02.11.2025  
Regular Board Meeting: 02.25.2025  
Report Prepared By: Lexie Neff, CSP

## Manager's Minutes:

- The 2024 OSHA reports are finished and posted at the sites. We ended up with 22 recordable injuries, which are any injuries that require treatment beyond first aid (stitches, a prescription, time off of work, etc.). Our OSHA rate was 2.19, compared to our goal of less than 1.0. This means that for every 100 employees, just over 2 people were severely injured.

## What We're Working On:

- **Audits & Inspections**
  - Lester Park and Rockridge fire inspections complete - Corrections finished, final walkthrough passed
  - Congdon Park state fire inspection for HeadStart complete - Corrections completed. Waiting on confirmation of closure.
  - Denfeld Automotive lift inspections started - need confirmation of parts used by prior vendor to complete.
- **Regulatory Reporting**
  - OSHA 300A summaries posted at all sites
  - Lincoln Park Middle School 2024 OSHA logs submitted to the BLS, they were part of the annual survey
- **Systems & Technology Updates**
  - Radio repeater needs assessments at Lincoln Park Middle School and East High School in progress.
- **Training**
  - Hazard Recognition training was offered at Para professional development day on January 17th
  - Lexie was awarded Minnesota Department of Public Safety Homeland Security and Emergency Management certification for School Emergency Management
- **Chemical and Hazardous Waste Disposal**
  - Battery pickup from DSC - Done, sent with IT recycling
  - Hand sanitizer pickup from Laura MacArthur - to be done in Feb
  - Paint Pickup from Facilities - to be done in Feb
  - Paint pickup from Denfeld - to be done in Feb

- Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
  - Progress: 5/51 (1%)
- **School Crisis Prevention**
  - Group attended a PREPaRE training at MDE
  - Reunification materials have all been gathered
  - Policy 806 updates are being finalized

### **Stats in the Spotlight:**

- **Injury and Incident Statistics (2024 District summary)**
  - **OSHA recordable rate (TRIR) (Goal  $\leq$  1.0): 2.19**
  - Total OSHA recordable cases: 22
  - Days away cases: 4
  - Days away: 105
  - Work restriction cases: 4
  - Work restriction days: 404
  - DART Rate: 0.80
  - Other recordables: 14
  - First aid only injuries: 105
  - Hazard reports: 28

# Technology Report for February 2025 School Board Meeting Highlighting January 2025 Activities

Department: Technology

HR|Business Services Committee: 02.11.2025

Regular Board Meeting: 02.25.2025

Report Prepared By: Peter Graves



## Manager's Minutes:

- Transition from former Manager, Bart Smith, to current Manager, Peter Graves, seemed to have gone well. Thank you Bart for all the conversations making my transition easier.
- This is a hard working department doing high level work that may not always be seen but is always vital work for Duluth Public Schools.

## What We're Working On:

- We are working on getting the network to stabilize.
- We are continuing our email phishing campaign. It is an effort to create heightened awareness of possible threats based on human behavior.

## Upcoming Changes/Improvements to the Department:

- Over the summer we are planning a Windows 10 to Windows 11 transition.

## Staffing Report:

- We are completing our Network team filling our open Network I position. This will put us in a better position to maintain and troubleshoot our network.



# Transportation Report for February 2025 School Board Meeting Highlighting January 2025 Activities

Department:	Transportation
HR Business Services Committee:	02.11.2025
Regular Board Meeting:	02.25.2025
Report Prepared By:	Jeremy Kasapidis

### Manager’s Minutes:

- We continue to route students, keep buses on the road and safely transport them daily with the limited staff we have on a daily basis. We are continuing to improve processes to make things easier for staff and safer for students. This also helps lighten the load for staff that are doing multiple tasks to make sure we meet our obligations.

### What We’re Working On:

- We are working on system improvements like finalizing the backend data for our field trip software, moving misconduct reports over to Google docs for quicker and better management of the reports and also beginning to plan for summer school this year.

### Upcoming Changes/Improvements to the Department:

- We had a successful training for the PD day Jan 17th. It was geared towards creating a respectful and team oriented environment, both in the building and on the buses.
- We are working on some better time management for the staff as this will help the budget.

### Staffing Report:

- We are still running on an average of 14% absenteeism with our drivers and helpers.
- Voyageur has also been dealing with a higher absentee rate and 3 lost drivers due to varying reasons.
- We have hired a new bus driver trainee and also a van driver. The bus driver will take a few weeks to train but the van driver will be driving as early as Tuesday next week.
- We have two of the three new helpers trained and working. They filled gaps that were from previous helpers that have left.

### Stats in the Spotlight:

- Average mileage this month is 89,668. Our goal is to have an average of 50-60k miles.

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Nancy Smith	In-kind	No restrictions on use, except that they're going to Denfeld, for use in Josh' classes as he sees fit, or similar science classes in future.	<p>1. Celestron telescope, nonfunctioning, possibly repairable, mounted on vernier controlle, sturdy, usable tripod in excellent condition. Estimated value \$25</p> <p>2. Used joystick from Microsoft flight simulator program. Estimated value \$5.</p> <p>3. Used Orion Starblast Altazimuth 4.5" Dobsonian tabletop telescope, excellent condition, with 6mm and 17mm eyepieces, collimating eyepiece and all instructions. Estimated value \$150</p>
Homecroft	BOX TOPS	In-kind		
Lincoln Park	Maurice's (c/o Susie Lockhorst, Sample Coordinator and Merchandising Coordinator)	In-kind		Donation of 6 cases of fabric samples donated for LPMS Family and Consumer Science Program and Elementary Art. (Sarah O'Connor at LPMS, and Rosslyn Kendrick at Laura MacArthur)
Lincoln Park	Irving Community Association	\$300.00	Diamond Dots Afterschool Activity CLUB	
Lincoln Park	Irving Community Association	\$1,000.00	Youth Trip to Duluth Folk School	Chrissy Valento – Art Club LPMS

Lincoln Park	State Farm Insurance	In-kind		These were donated to the Student Community Closet at LPMS - Rachel Thapa
Lincoln Park	Carolyn Zanko - Thank you to Wendy Braun at DSC	In-kind		Carolyn Zanko - knitted mittens for the Community Closet at LPMS - Rachel Thapa
Lincoln Park	Maurice's	In-kind		7 to 8 boxes girls/Women's clothing for the Community Closet at LPMS - Rachel Thapa
Lincoln Park	Michael Koralia (student Lucas Koralia)	In-kind		Case of Kleenex (36 boxes)
Lowell	Geoffrey Witrak	In-kind	Items used for Lowell Elementary	
Stowe	Harbor Pointe Credit Union	\$300.00	1st grade field trip	
Stowe	United Protestant Church	In-kind		Winter gear
Stowe	Larry and Donna Pulkrabek Foundation Inc	\$500.00		

**HUMAN RESOURCES ACTION ITEMS FOR: February 28, 2025**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
RICHARDSON, ELIZABETH M	LTS KINDERGARTEN/PIDEMONT, (BA) III 1,CRAWFORD L. CHILD CARE LEAVE	01/10/2025
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BUTCHE, LISA M	GRADE 1 - HOMECROFT ES	12/04/2024 12/18/2024
VUKELICH, MAYA L	SPED SOCIAL WORKER - PIEDMONT ES	01/02/2025 03/27/2025
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
MATTSON, LAUREN K	MIDDLE SCHOOL GUIDANCE COUNSELOR - LINCOLN PARK MS	01/06/2025
NETTLETON, JENNIFER F J	SPED SECONDARY RESOURCE - DENFELD	12/06/2024
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BEAUDRY, MELINDA L	GRADE 4 - LAKEWOOD ES	07/01/2025
FLORESTANO, BRENDA L	MATHMATICS - EAST HS	06/06/2025
HAGSTROM, LINDA M	GRADE K - HOMECROFT ES	06/06/2025
KIMMES, LAURA L	ORCHESTRA - ORDEAN EAST MS	12/23/2024
KITTELSON, PATTI K	ELEM MUSIC - LAURA MAC, CHESTER CREEK	06/06/2025
OLSON, MOIRA R	HEALTH ED - MERRIT, CHESTER, ROCKRIDGE	06/06/2025
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ANDERSON, COURTNEY A	OSS INTERMEDIATE/EAST, 40/44WKS, \$19.46/HR, ANDERSON H. TRANSFER	01/02/2025
DROUILLARD, IAN T	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 20/38WKS, \$15.68HR, OLSON C. RESIGNED	01/02/2025
FANNING, TAMMY R	OFFICE SUPPORT SPECIALIST INTERMEDIATE/DENFELD, 40/44WKS, \$19.46/HR, GROCHOWSKI J. TRANSFER	01/03/2025
LATSCHER, DEBRA A	SPED STUDENT SPECIFIC PARA/MERRITT CREEK, 31.25/38WKS, \$22.14/HR	12/10/2024
PODEMSKI, CRAIG E B	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.49/HR	12/09/2024
THOMAS, EMERSEN R	SPED PROGRAM PARA LTS/LAURA MACARTHUR, 37.5/38WKS, \$21.27/HR, GANZ V. PARENTAL LEAVE	01/08/2025
WALKER, SAMUEL B	PRESCHOOL PARA/LOWELL, 23/38WKS, \$21.35/HR, SJOBLOM W. RESIGNED	12/16/2024
WALKER, SAMUEL B	LTS PRESCHOOL PARA/PIEDMONT, 39/38WKS, \$21.35/HR, TVEDT K. CHILD CARE LEAVE	02/04/2025
WITUCKI, ASHLEY M	SPED PRESCHOOL PARA/PIEDMONT, 39/38WKS, \$20.04/HR, GUILIANA C. RESIGNED	01/06/2025
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BLACK, JEAN T	BUS HELPER/TRANSPORTATION	10/17/2024 01/13/2025
DEHNKE, KAITLYN F	SUPERVISORY PARA/LINCOLN PARK	01/13/2025 04/18/2025
POTTS, MEGAN R	SPED PROG PARA SETTING III/IV - EAST HS	01/21/2025 04/25/2025
SAMUELSON-JOHNSON, MELANIE K	SPED PROG PARA SETTING III/IV - DENFELD HS	01/28/2025 04/01/2025
SUOMALA, TRACY M	SPED BW PARA - LAURA MAC ES	12/20/2024 01/24/2025
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BICK, ANNIE M	BUS HELPER - TRANSPORTATION	01/24/2025
IANNUCCI, TERESA L	SPED BW PARA - LINCOLN PARK MS	02/03/2025
PAULSON, LINDSEY A	CHILD NUTRITION ASST - LINCOLN PARK MS	12/20/2024
SAMUELSON, WES A	BUS HELPER - TRANSPORTATION	01/15/2025
SMITH, LYNDSEY D	CHILD NUTRITION ASST - EAST HS	12/17/2024
STELLAR, ALYSSA L	SPED STUDENT SPECIFIC PARA SET III/IV-DENFELD HS	12/20/2024
TROMBLEY, MARISSA L	SUPERVISORY PARA - EAST HS	12/20/2024

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report FEBRUARY 11, 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				
General	01	\$ 121,707,253.72	\$ 122,253,880.37	\$ 52,222,706.86	\$ 1,908.13	\$ 70,033,081.64	43%				
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 2,353,444.02	\$ -	\$ 3,646,555.98	39%				
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 1,611,936.91	\$ -	\$ 4,720,253.94	25%				
Community Ed	04	\$ 8,580,500.00	\$ 8,668,768.02	\$ 2,263,504.56	\$ -	\$ 6,405,263.46	26%				
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 597,342.56	\$ -	\$ 2,174,832.87	22%				
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	\$ 681,168.59	\$ -	\$ 268,831.41	72%				
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 250,707.08	\$ -	\$ 25,556.92	91%				
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 174,961,769.00</b>	<b>\$ 175,596,663.67</b>	<b>\$ 62,307,701.77</b>	<b>\$ 1,908.13</b>	<b>\$ 113,290,870.03</b>	<b>35%</b>				

EXPENSES	24-25		24-25		24-25		24-25		24-25		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE				
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June				
General	01	\$ 122,251,138.00	\$ 123,307,646.53	\$ 68,294,632.87	\$ 2,967,298.93	\$ 52,045,714.73	58%				
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 2,786,877.18	\$ 1,567,078.58	\$ 1,702,042.24	72%				
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 4,863,020.22	\$ 360,072.38	\$ 1,560,706.40	77%				
Community Ed	04	\$ 7,826,159.00	\$ 7,938,065.43	\$ 4,065,865.16	\$ 29,613.25	\$ 3,842,587.02	52%				
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 5,395,684.64	\$ 673,549.23	\$ 839,387.56	88%				
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 627,830.91	\$ 490.00	\$ 365,110.66	63%				
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 25,547,333.10	\$ -	\$ 1,846,196.90	93%				
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%				
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 781,960.97	\$ -	\$ 147,603.03	84%				
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 187,607.53	\$ 9,904.72	\$ 182,480.75	52%				
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 179,598,304.00</b>	<b>\$ 180,954,381.96</b>	<b>\$ 112,550,812.58</b>	<b>\$ 5,608,007.09</b>	<b>\$ 62,795,562.29</b>	<b>65%</b>				

Extra Curricular Fund 01 Prog 298  
Revenue \$ 290,744.59  
Expense \$ 338,565.10

**Fundraisers Reported  
January 2025**

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>
Lester Park	Schoolwide	\$1,399.85	Jostens Picture Day profit

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **Bid #1332 Uninterruptible Power Supply (UPS)**  
**Date:** February 5, 2025

Bids for Uninterruptible Power Supply (UPS) was advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of one (1) year was requested.

Six (6) vendors responded with the following results:

<b><u>VENDOR</u></b>	<b><u>TOTAL</u></b>
CDW-G	<b>\$36,118.80</b>
SHI	\$39,996.00
QUESTIVITY	\$39,754.08
ELECTRONACA INC	\$63,480.00

HBS - \$31,930.80 LESS THAN STELLER HISTORY & DID NOT PROVIDE REFERENCES  
HOWARD TECHNOLOGY SOLUTIONS – DID NOT MEET BID REQUIREMENTS

The Technology Department (Bart Smith) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by CDW-G in the amount of **\$36,118.80**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

**Program:** Technology

**Fund Custodian:** Peter Graves/Interim Manager of Technology

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** Bid-1334.1 ISP and MAN Services  
**Date:** February 5, 2025

Bids for Metropolitan Area Network (MAN) communication for nineteen (19) sites and Internet Service Provider (ISP) were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of five (5) years was requested.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
SPECTRUM ENTERPRISE	\$1,017,675.00
CYTRANET	\$3,638,045.63

The Technology Department (Peter Graves, Jesse Wheeler and Daniel Litwin) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by SPECTRUM ENTERPRISE in the amount of **\$1,017,675.00**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

**Program:** Technology

**Fund Custodian:** Peter Graves/Interim Manager of Technology

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Kelly Durick Eder, Board Chair

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **Bid-1335.1 MAN Services: Arvig Building & Tech Village Locations**  
**Date:** February 5, 2025

Bids for Metropolitan Area Network (MAN) communication for two (2) sites were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of one (1) year was requested.

Two (2) vendors responded with the following results:

<b><u>VENDOR</u></b>	<b><u>TOTAL</u></b>
SPECTRUM ENTERPRISE	\$53,400.00
CYTRANET	\$68,350.00

The Technology Department (Peter Graves, Jesse Wheeler and Daniel Litwin) and the Purchasing Department (Cathy Holman and Zachary DeCaro) reviewed the bids.

Peter Graves, Interim Manager of Technology, recommends accepting and rewarding the bid meeting specifications as submitted by SPECTRUM ENTERPRISE in the amount of **\$53,400.00**.

Jesse Wheeler will attend the Business Committee meeting to answer any questions pertaining to this recommendation.

**Program:** Technology

**Fund Custodian:** Peter Graves/Interim Manager of Technology

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8700

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **BID #1336 DISTRICT 709 SOLAR POWER**  
**Date:** January 17, 2025

Bid #1336 was open to multiple state certified contractors with two companies interested. One of the two submitted a proposal.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
<b>WOLF TRACK ENERGY</b>	<b>\$36,172.50</b>
IDEAL ENERGY	NO BID

Bryan Brown, Facilities Manager, recommends accepting and awarding the bid meeting specifications as submitted by WOLF TRACK ENERGY in the amount of \$36,172.50.

**Program:** Facilities

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

**Expenditure Contracts Signed  
January 2025**

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>
Theresa Willems	\$2,800.00*	Business Services (DU)	Professional development trainer for all Transportation staff
Liberty Mutual	\$450.00*	Business Services (DU)	Builder's Risk Policy for summer window replacement project at Lowell
EduHealthcare	\$9,750.00	Special Services (DU)	Contracted licensed practical nurse
Little Seeds Learning Center LLC	\$5,866.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
University Nursery School	\$2,940.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
Lakewood Little Lynx Preschool	\$1,050.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
Lakeside Presbyterian Nursery School	\$1,125.00*	Early Childhood Special Services (DU)	Services for an integrated preschool program as determined by the student's IEP team
Christopher Davila	\$700.00*	Office of Education Equity (DR)	Guest facilitator for Chinese New Year event
Roechel Brochu	\$1,000.00*	Am. Indian Edu. (DR)	Mathematical/cultural programming for Ojibwemowin classes
Mike Kesner	\$300.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing and cultural knowledge

Lynn Halbrook	\$350.00*	Early Childhood (DR)	Literacy Magic Show on 1/14 & 1/16
Andrew Kimball	\$1,800.00*	Early Childhood (DR)	CPR certification classes for preschool staff
TruArtSpeaks	\$250.00*	TLE (DU)	Classroom workshops on Spoken Word Poetry (ALC/AEO)
Reginald Laurent	\$12,000.00*	TLE (DR)	Virtual Art Sessions (paid for with CRAE grant funding)
Grace Gustafson	\$3,500.00*	Denfeld HS (DU)	Denfeld HS chemistry tutor

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 3rd day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Theresa Willems, 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 1/16/25 and shall remain in effect until 1/17/25, 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.** *Professional Development Training for Transportation Staff on 1/17/25*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$100 hourly and \$ \$2800 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) \_\_\_1420 Spring Street, Sobieski WI 54171.

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.

Theresa L. Willems 87-4097527

**Contractor Signature** SSN/Tax ID Number Date

\_\_\_\_\_ LLC:Leadership Transformation Consulting

**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	012	110	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zwick 1.16.25

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

# Commercial Insurance Proposal

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Prepared for:

Account Number: 68797084

**ISD 709 DULUTH SCHOOLS**

Presented by:

**MARSH & MCLENNAN AGENCY LLC**

**Date of Proposal:**

02/03/2025

**Policy Period:**

Effective Date: 05/12/2025

Expiration Date: 09/19/2025

**Quote Numbers Included**

**Inland Marine:**

68797084BMO1Q1

**Underwriting Company:**

The Ohio Casualty Insurance Company<sup>1</sup>

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

<sup>1</sup> Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.

## Commercial Insurance Proposal: Payment Plan Options

### STANDARD DIRECT BILL OPTIONS:

#### Overview

We offer a broad range of standard Direct Bill payment plans to meet your needs and help you save time and money when paying your premiums. Self-service capabilities are available, 24/7, when you create an online direct bill account. You will have easy access to your claims information, policy documents, premium audit forms, risk control information and billing account, where you may enroll in automatic payments, make on-demand payments, sign up for paperless billing, view/print copies of your electronic notices, and more.

**All billing plans may not be available to all customers based on state or account differences.**

**Automatic Payments** may be enrolled in at any time. By agreeing to the paperless delivery of billing notices, you can enjoy the following benefits:

#### Save money:

- Save on installment fees by enrolling in EFT automatic payments. Savings vary by state.
- Avoid late fees with automatic payments processed at the same time, every month

#### Save time:

- Pay your premium all at once or in 12 equal installments
- Receive email notifications of automatic payment amounts for the scheduled payment dates
- Payments appear on your checking/card account statements for easy tracking

Simply have your agent enroll you at policy issuance or enroll anytime at [mybusinessonline@libertymutual.com](mailto:mybusinessonline@libertymutual.com).

#### Automatic Payments using EFT (from checking account)

Annual	100% down
Monthly	1-2 months down, equal monthly installments

#### Automatic Payments using Credit/Debit Card (for accounts with total annual premium <\$25,000)

Annual	100% down
Monthly	1-2 months down, equal monthly installments

#### Non-Automatic Payment Plans

Annual	100% down, no service fee
Monthly	1-2 months down, equal monthly installments

*We have outsourced our credit card processing to One Inc, a third-party payment processor, and they charge a 2.5% fee for the use of their digital payment platform. You understand that if you pay by check or ACH, Liberty Mutual will process your payment and no fee will be charged by OneInc.*

Questions about payment options? Contact billing at 1-844-961-0334.

**YOUR WAY PAY™ DIRECT BILL OPTION (Select lines of business only)<sup>1</sup>:**

**Overview**

Our pay-as-you-go option, powered by SmartPay™, allows you take control of your cash by providing you the ability to link your business activity to your premium payments. It is easy and convenient and offers these benefits for your pay-as-you-go business:

- Improved cash flow
- No down payment
- Real-time premium calculations based on actual data reported
- Automatic withdrawals of premium payments
- Reduction in audit exposure due to immediate premium calculations

Your Way Pay Plan	Payments
Report risk exposures as scheduled by policy type (e.g. for a WC policy, payroll is reported on payroll dates).	Withdrawal from your bank account is initiated automatically for the payment of premium

<sup>1</sup>Not available for any risks in HI or Workers Compensation risks in ND, OH, WA, or WY.

**AGENCY BILL OPTIONS:**

**Overview**

We offer Agency Bill payment plans for specific-type policies or multi-line accounts where Direct Bill may not be the best option. Since the agent will bill and service these policies, there is no online account access or self-service capabilities available.

Agency Bill Payment Plans only (Required for Premium Finance policies; for accounts with total annual premium >\$25,000)	
Annual	100% down
Quarterly	30% down, 3 equal installments at 90 day intervals
Monthly	30% down, 9 equal installments at monthly intervals
Monthly for TX auto policies only	12 equal monthly installments

Questions about payment options? Contact billing at 1-844-961-0334.

## Commercial Insurance Proposal: Premium Recap

<b>Inland Marine Coverage</b>	
Builders Risk Premium - 2000 Rice Lake Rd, Duluth, MN 55811	\$511.00
Total Inland Marine Risk Premium	\$511.00
Certified Acts of Terrorism Coverage <sup>2</sup>	\$17.00
<b>Total Inland Marine Premium</b>	<b>\$528.00</b>
<b>Minimum Earned Premium</b>	<b>\$450.00</b>

*In the event of cancellation by the Named Insured, the company shall retain no less than \$450.00 of the policy premium as the Minimum Earned Premium including Certified Acts of Terrorism coverage, plus any applicable taxes and surcharges.*

*Account acceptability and final premium are subject to underwriting review and approval.*

*Pro-Rata Cancellation subject to Minimum Earned Premium.*

### **<sup>2</sup>NP 72 42 Terrorism Insurance Premium Disclosure and Opportunity to Reject:**

This quote includes coverage for Certified Acts of Terrorism (as defined in the Terrorism Risk Insurance Act ("TRIA")) for the lines of business referenced above with a premium charge. You may elect to reject this coverage for any Commercial Property, General Liability, Inland Marine, Commercial Protector (BOP), or Umbrella for losses resulting from a "certified act of terrorism" according to the instructions included within this document. Should you elect to reject this coverage, we will process an endorsement to your policy upon receipt of the signed rejection form.

Note this disclosure notice and rejection option does not apply to Workers Compensation, Crime, Professional Liability or Commercial auto coverage, if included in this quote. Please refer to the enclosed notice for additional information regarding this act, its effect regarding your policy coverage, and its impact on your premium.

**Additional Note:** The Certified Acts of Terrorism Coverage does not apply for any Commercial Auto, burglary and theft (i.e. Commercial Crime), or professional liability coverages quoted and a premium charge has not been included for these lines of business.

## Commercial Inland Marine Proposal

### LOCATION NUMBER: 0001

ADDRESS: 2000 Rice Lake Rd, Duluth, MN 55811

Commercial Lines Builders Risk Coverage	Limit of Insurance
Customer Name: ISD 709 DULUTH SCHOOLS	
<b>Jobsite Location: 2000 Rice Lake Rd, Duluth, MN 55811</b>	
Construction Type: Masonry Non-Combustible	
Description of Project: "Existing window and metal panel demolition, revised framing and insulation, new windows and new metal panels. See General Conditions, enclosed (spec section 00 72 00, Article 11) for assistance in Limits of Insurance."	
Number of Stories: 2	
Total Square Feet: 96,558	
Nature of Construction: Rehabilitation and Renovation	
Coverage Form: Rehabilitation - Renovation Form IM7054	
Total Limit	\$805,000
Existing Building Limit	
Renovation Limit	\$805,000
Deductible	\$10,000
Valuation – Existing Building	Actual Cash Value
Coinsurance	100%

*The limits for the individual coverages listed below do not apply at each location, but apply on a per occurrence basis to all locations shown on this proposal unless otherwise stated.*

Coverage Extensions	Limit of Insurance
Debris Removal	\$5,000
Limited Fungus Coverages Limit	\$15,000

Supplemental Coverage	Limit of Insurance
Pollutant Cleanup and Removal Limit	\$10,000
Storage Locations Coverage Limit	\$50,000
Vacant Building Limitation	Vacant Building
Coverage Limitation - Consecutive Days	60
Transit Coverage Limit	\$50,000
Ordinance or Law (Undamaged Parts of Bldg)	Coverage Excluded
Ordinance or Law (Increased Cost to Repair & Cost to Demolish/Clear Site)	Coverage Excluded
Trees, Shrub and Plant Coverage Limit	Coverage Excluded
Earthquake Coverage Limit	Coverage Excluded
Flood Coverage Limit	Coverage Excluded

Additional Coverage	Limit of Insurance
Soft Cost Expense Limit in any 30 day period	\$218,000
Soft Cost Expense Limit in any one occurrence	\$218,000
Expense to Reduce Loss	Covered
Interruption By Civil Authority	Covered
Soft Costs - Earthquake Coverage Limit	Coverage Excluded
Soft Costs - Flood Coverage Limit	Coverage Excluded

Additional Coverage	Limit of Insurance
Waiting Period	3 days
Permission to Occupy	Not Granted

**This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:**

- CL01000399 - Common Policy Conditions
- CL01420613 - Amendatory Endorsement - Minnesota
- CL04640101 - Coinsurance Request
- CL06000115 - Certified Terrorism Loss
- CL07001006 - Virus or Bacteria Exclusion
- CL08110918 - Cannabis Items and Activities Exclusion
- CL16500606 - Cond Nuclear, Biological, and Chem Terrorism Excl
- CM89650821 - Cyber Incident Exclusion
- CNI90110718 - Reporting A Commercial Claim 24 Hours A Day
- IL88531120 - Actual Cash Value
- IM20470512 - Amendatory Endorsement Minnesota
- IM20480404 - MN Amendatory Endorsement-(Builders' Risk Only)
- IM70540507 - Builders' Risk Coverage - Rehab And Reno Form
- IM70610404 - Soft Cost & Rental Income Endorsement
- NP72420220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
- NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
- SNI04010624 - NP - Liberty Mutual Group Privacy Notice
- SNI22010921 - NP - Minnesota Insurance Guaranty Association Law

## STATE FRAUD NOTICES

The following must be provided to the applicant either by use of this proposal, by reproduction in a proposal by the Producer, or by use of a current ACORD application or its equivalent.

### Applicable in CA

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)<sup>1</sup> presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)<sup>1</sup> presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. <sup>1</sup>Applies in MD Only.

### Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

### Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)<sup>2</sup>. <sup>2</sup>Applies in FL Only.

### Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

### Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)<sup>3</sup>. <sup>3</sup>Applies in NY Only.

### Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)<sup>4</sup> include imprisonment, fines and denial of insurance benefits. <sup>4</sup>Applies in ME Only.

### Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

### Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced

to a minimum of two (2) years.

## **TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT**

**This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.**

### **THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

### **MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to

- (I) human life;
- (II) property; or
- (III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT. **Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

\_\_\_\_\_

Named Insured  
ISD 709 DULUTH SCHOOLS

Policy Number  
BMO(25)68797084

Policy Effective/Expiration Date  
05-12-2025/09-19-2025

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.**

NOTE: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

**The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.**

If you have any questions regarding this notice, please contact your agent.

**This proposal has been acknowledged and accepted by:**

Agent signature

Date

*Imine Zurich*

*2/5/25*

Insured signature

Date



# Builders' Risk Application

New Construction and Renovation

(Link to eCLIQ)

Application Date: 1/24/2025  
 Agency: Marsh McLennan Agency  
 Agency Code: \_\_\_\_\_  
 Applicant Name: ISD 709 Duluth Schools

Agent's Name: Dee Ann Briegel  
 Phone Number: 218-623-5772  
 Email Address: Dee.Briegel@marshmma.com  
 Address: 332 W Superior St. suite 700

Applicant is:  Individual  Corporation  LLC  
 Partnership  Joint Venture  Other: \_\_\_\_\_  
 Interest of Applicant:  Owner  Contractor  Other: \_\_\_\_\_  
 Mortgagee / Loss Payee: ISD 709 Duluth Schools Address: 709 Portia Johnson Dr. Duluth MN 55811  
 Inspection Contact: Bryan Brown Contact Phone: 320-248-4440

Policy Term – From: 5/12/2025 To: 9/19/2025 Quote Needed By: \_\_\_\_\_  
 Location of Project: Duluth, MN

Description of Project: Existing window and metal panel demolition, revised framing and insulation, new windows and new metal panels. See General Conditions, enclosed (spec section 00 72 00, Article 11) for assistance in Limits of Insurance.

Limits of Insurance: Jobsite Limit: \_\_\_\_\_ Deductible:  \$1,000  
 \$2,500  
 \$5,000  
 \$10,000  
 Other: \_\_\_\_\_

### Soft Costs (Extra Expense and Rental Income):

Is soft cost coverage desired?  Yes  No

Extra Expense	Amount	Rental Income
Advertising	_____	Total Rental Income Limit Requested _____
Design Fees	_____	
Professional Fees	_____	
Interest	_____	
Lease Administration	_____	
Realty Taxes	_____	
Other: _____	_____	
Total Extra Expense Limit Requested: <u>\$ 0</u>		

### Equipment Breakdown:

Is equipment breakdown coverage desired?  Yes  No  
 Total Equipment Breakdown Limit Requested \_\_\_\_\_

Contractor Name: Construction Manager - ICS, Contractor, TBD Address: CM Address: 104 Park Ave. North, Suite 104, Park Rapids, MN 56470  
 Website: ICS-Builds.com  
 Contractor Lic #: NA

Has contractor engaged in this type of work before?  Yes  No For how many years? 20

**Construction:**

- Frame                       Joisted Masonry                       Non-Combustible
- Masonry Non-Combustible                       Fire Resistive / Modified Fire Resistive

Type of Project:                       New Construction                       Renovation / Expansion (Please complete renovation section)

Roof Type:                      Flat                      Support / Framing Studs:                      \_\_\_\_\_

Number of Structures:                      1                      Number of floors above ground:                      1

Total Square Feet:                      90585                      Number of floors below ground:                      1

Estimated completion date:                      8/22/2025

Is construction lift slab, tilt-up or prototype?                       Yes                       No

Is the project on filled land?                       Yes                       No                      If yes, are pilings used?                       Yes                       No

Intended Occupancy:                      Education

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**Protection:**

Public Protection Class:                      3                      Distance to fire hydrant (ft):                      25                      Fire Department:                       Paid  
 Volunteer

Describe jobsite security (such as lighting, fencing, locks, cameras, watchman, etc):

**Window / Metal Panel replacement on the exterior of the building. The building will remain secured during non-construction times via temporary framing/sheathing.**

Will sprinklers be activated during construction?                       Yes                       No                      If yes, at what % of completion                      100

Rating # of hours:                      \_\_\_\_\_

Exposures – Describe exposure from surrounding structures within 120 feet:

If Applicable:

**Flood:**

Is flood coverage desired?                       Yes                       No

Flood limit:                      \_\_\_\_\_                      Flood Deductible:                      \_\_\_\_\_

Is jobsite location in a National Flood Insurance Program Special Flood Hazard Area?                       Yes                       No

**Earthquake:**

Is earthquake coverage desired?                       Yes                       No

Earthquake limit:                      \_\_\_\_\_                      Earthquake Deductible:                      \_\_\_\_\_

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**Renovation / Expansion Questionnaire**

Please describe, in detail, the scope of work to be performed:

**Existing window and metal panel demolition, revised framing and insulation, new windows and new metal panels.**

Is Permission to Occupy desired?  Yes  No (Vacant) If vacant, how long? 5 months

Is coverage for the existing structure desired?  Yes  No

If yes, in what year was the existing structure constructed? \_\_\_\_\_

Is this a historical building?  Yes  No

If yes, please describe: \_\_\_\_\_

ACV Limit for existing structure: \_\_\_\_\_

RCV Limit for building materials: \_\_\_\_\_

Has the existing structure been damaged by fire, wind, earthquake, collapse, or another peril?  Yes  No

If yes, please explain:

Renovations may be described as rehabs, renovations, or rebuilding. They usually involve some structural changes that may impact the structural integrity of the building. Examples are as follows:

- Removal or replacement of floors or structural roof members
- Removal, strengthening, or repositioning of load-bearing walls
- Addition of floors
- Expansion of below grade space
- Installation of elevators and/or new stairwells
- Demolition of part of the structure
- Roof replacement

Is this type of work to be performed?  Yes  No

If yes, please describe in detail:

Will the renovation involve gutting the building?  Yes  No

If yes, please describe in detail:

Plumbing system Age: 15 years Type: commercial

Heating system Age: 15 years Type: Hot Water

Roof Age: 15 Type: 5 ply built up

Electrical System Age of System: 15 years

Is any Aluminum Wiring or Knob & Tube Wiring Present?  Yes  No

If yes, please explain:

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

Agent's Signature: \_\_\_\_\_

Date: 1.22.25

Insured's Signature: *Imane Zuhair*

# Construction Types

## **IS0-1. Frame (Combustible Walls or Roof)**

Buildings where the exterior walls are wood or other combustible materials including construction where combustible materials are combined with other materials such as brick veneer, stone veneer, wood iron-clad, stucco on wood.

## **IS0-2. Joisted Masonry (JM)**

Buildings where the exterior walls are constructed of masonry materials such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile, or similar materials and where the floors and roof are combustible.

## **IS0-3. Non-Combustible (NC)**

Buildings where the exterior walls and the floors and roof are constructed of, and supported by metal, asbestos, gypsum or other non-combustible materials.

## **IS0-4. Masonry Non-Combustible**

Buildings where the exterior walls are constructed of masonry materials as described in Code 2, with the floors and roof of metal or other non-combustible materials.

## **IS0-5. Modified Fire Resistive**

Buildings where the exterior walls and the floors are constructed of masonry or fire resistive material with a fire resistance rating of one hour or more but less than two hours.

## **IS0-6. Fire Resistive**

Buildings where the exterior walls and the floors and roof are constructed of masonry or fire resistive materials having a fire resistance rating of not less than two hours.



EDU Healthcare™

**ACCOUNT SERVICE CONTRACT - SCHEDULE A**

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

**PROVIDER PLACEMENT DETAILS:**

Provider Name: Bonnie Arnold

Term: 1/27-2/28/2025

Services Provided: Licensed Practical Nurse

Hours: 32.5 Hours Per Week

**RATE AND PAYMENT DETAILS:**

Bill Rate: \$60 per hr

Payment: Due Thirty (30) Days from invoice date

**ADDITIONAL INFORMATION:**

Comments:

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

**ACCOUNT**

Account: Duluth Public School District

Signature: Simone Zunich  
Simone Zunich (Jan 24, 2025 13:25 CST)

Date: Jan 24, 2025

**EDU HEALTHCARE, LLC**

By:   
Matthew Lewis (Jan 24, 2025 18:58 EST)

Matthew Lewis, VP

Date: Jan 24, 2025

  
50

Account Initials SHZ Date Jan 24, 2025  
SHZ



### WORK SCHEDULE - SCHEDULE B

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

**WORK SCHEDULE DETAILS:**

Provider Name: Bonnie Arnold Start Date: \_\_\_\_\_  
 Account Name: Duluth Public School District  
 Hours: 32.5 Hours Per Week Term: 1/27-2/28/2025  
 Are In-service Days Paid Days/Required? \_\_\_\_\_ Using a PO? \_\_\_\_\_  
 Assigned Building(s) : \_\_\_\_\_

Monday	Tuesday	Wednesday	Thursday	Friday	
Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Scheduled Work Day? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Workday Start Time <u>8:30am</u>	Workday Start Time <u>8:30am</u>	Workday Start Time <u>8:30am</u>	Workday Start Time <u>8:30am</u>	Workday Start Time <u>8:30am</u>	
Workday End Time <u>3:30pm</u>	Workday End Time <u>3:30pm</u>	Workday End Time <u>3:30pm</u>	Workday End Time <u>3:30pm</u>	Workday End Time <u>3:30pm</u>	
Day Sub Total <u>7.0</u>	Day Sub Total <u>7.0</u>	Day Sub Total <u>7.0</u>	Day Sub Total <u>7.0</u>	Day Sub Total <u>7.0</u>	
Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Paid Lunch? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lunch Total (If Unpaid) 30 minute lunch	Lunch Total (If Unpaid) 30 minute lunch	Lunch Total (If Unpaid) 30 minute lunch	Lunch Total (If Unpaid) 30 minute lunch	Lunch Total (If Unpaid) 30 minute lunch	
Day Total (Day Sub Total Less Unpaid Lunch) <u>6.5</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>6.5</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>6.5</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>6.5</u>	Day Total (Day Sub Total Less Unpaid Lunch) <u>6.5</u>	Weekly Total (Must Match Hours on Schedule A) <u>32.5</u>

COMMENTS: \_\_\_\_\_  
 Provider must not exceed weekly total hours as shown above WITHOUT prior approval between District and EDU Healthcare

Account Signature: Simone Zurich  
Simone Zurich (Jan 24, 2025 10:25 CST)

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

Jan 24, 2025

51

Account Initials SHZ Date Jan 24, 2025

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of December, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Little Seeds Learning Center LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 25, 2024 and shall remain in effect until June 5, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday through Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5714 Wadena St, Duluth MN, 55807.

The approximate date the service will begin is November 25, 2024 and shall not extend beyond June 5, 2025; the contract not to exceed a total of 113 Days (attending 5 days per week. The District will pay 5 days per week @ \$900 per month, \$450 biweekly, \$225 a week with a monthly \$2 fee).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$902.00 monthly and \$5866.00 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Little Seeds Learning Center, LLC at 5207 5714 Wadena St, Duluth, MN 55807.

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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.

Emily Hennen 88-3322015 1/9/25

**Contractor Signature** SSN/Tax ID Number Date

Josm Leone 1/3/25

**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	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zunic 1-10-25

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

**Date**

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 14th day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School - College Street, 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 3, 2025 and shall remain in effect until June 4, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Friday full days following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 835 W College Street, Duluth, MN, 55811 .

The approximate date the service will begin is January 3, 2025 and shall not extend beyond June 4, 2025; the contract not to exceed a total of 56 Days (attending 3 full days per week. The District will pay 3 full days per week @ \$147 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,940.00 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School - College Street 835 W College Street, 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.** (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.

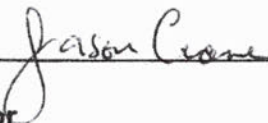
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**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.


41-0988091
1/29/2025

**Contractor Signature** SSN/Tax ID Number Date


1/22/25

**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	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX


2/4/25

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 14th day of January, 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, 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 14, 2025 and shall remain in effect until June 5, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday and Thursday half days following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N Tischer Rd, Duluth MN, 55804.

The approximate date the service will begin is January 14, 2025 and shall not extend beyond June 5, 2025; the contract not to exceed a total of 55 Days (attending 3 half days per week. The District will pay 3 half days per week @ \$210 per month).

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

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

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$210.00 monthly and \$1,050.00 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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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**



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School 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 December 18, 2024 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 1/2 days per week) Tuesday, Wednesday and Thursday days following the Preschool calendar from his private placement..

The AGENCY shall perform these services at: 4430 McCulloch St. Duluth, MN 55804.

The approximate date the service will begin is December 18, 2024 and shall not extend beyond May 22, 2025; the contract not to exceed a total of 62 Days (attending 3 1/2 days per week. The District will pay 3 1/2 days per week @ \$225.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Drive, Duluth MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$225.00 monthly 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: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Presbyterian Nursery School at 4430 McCulloch St. Duluth, MN 55804.

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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.

Judith G. Hays 41-070-5829 1.29.28

Contractor Signature SSN/Tax ID Number Date

Jas. Lane 1/22/25

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	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zunic 2/4/25

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 27th day of January , 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 29th , 2025, and shall remain in effect until June 1, 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.** Liang-pi Yang. Guest-Facilitator for Chinese New Year The contractor will facilitate presentations to students at Laura MacArthur elementary school; in addition ,will provide arts and craft activities for students, families and staff. Overall teaching the history and importance of Chinese culture.
3. **Background Check .** N/A

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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed \$700. 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 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: Liang-pi Yang , 2107 Ponderosa. Duluth Mn 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.

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 Identification Number

1/28/2025  
Date

  
Program Director

1/31/25  
Date

  
Director of Business Service / Superintendent of Schools

1/30/25  
Date

Budget Code: 01E 005 605 313 305 311

## AGREEMENT

**THIS AGREEMENT**, made and entered into this   14   day of   January  , 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and   Roechel Brochu  , 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. Roechel Brochu will be providing mathematical/cultural programming in the classroom for a half day on January 16th. Roechel will be teaching students how to make frybread in the cohort math class and in both Ojibwemowin classes. Roechel will be paid for a total of five hours. The first hour will be for preparation and set-up, three hours for the activity and then one last hour for clean-up. This activity falls under the language and culture part of the AI plan, but will also include a mathematics and literacy component.

**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   1/14/2025   and shall remain in effect until   6/30/2025  , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

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

expenses in performing said obligations up to a sum not to exceed \$\_75 (seventy five dollars)\_\_\_\_\_ hourly and \$ \_\_1000 (one thousand dollars)\_\_\_\_\_ 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: \_\_\_\_\_ 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) \_\_\_\_\_ 68225 South \_\_\_\_\_ George \_\_\_\_\_ Street \_\_\_\_\_ Iron \_\_\_\_\_ River, \_\_\_\_\_ Wi 54847 \_\_\_\_\_.

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.

Roschel Brochu \_\_\_\_\_ 1-16-25

**Contractor Signature**

SSN/Tax ID Number

Date

Shafiq White \_\_\_\_\_ 1/17/2025

**Program Director**

Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); 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	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zunic \_\_\_\_\_ 1.21.25

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

Date

# **Budget Plan by Amanda Horton for Fry Bread Math/Language Lesson and Activity - American Indian Education -Duluth Public Schools ISD 709**

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In this **Activity** our **Cohort and Ojibwemowin students** will learn about the origins of frybread as a food of resilience. We have created a math lesson around it and also a language lesson. We will also be bringing in a **tribal elder** to do a presentation and help make the fry bread with the students.

## **Budget-**

Contracted services with **Roechel Brochu** for 5 hours at \$75.00 an hour.

Also including shopping, prep time and clean-up. Materials for the activity (bowls, measuring cups, measuring spoons, seran wrap, freezer paper, gallon bags etc.) Ingredients for the activity: flour, oil, sugar, salt, baking powder and toppings.

Budget Proposal- Services, materials and ingredients for three classes.

**Total Estimated: \$500.00**

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **26th, November 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Mike Kesner**, 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 26th, 2024 and shall remain in effect until June 30, 2025**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

**Culturally specific drumming, singing, and cultural knowledge.**

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 hr/per person for 1 drum and 4 singers ) \$300 ( three-hundred dollars ) per hour 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)

**Mike Kesner 9302 Idaho Street Duluth Mn 55808**

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

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

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

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

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

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

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

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



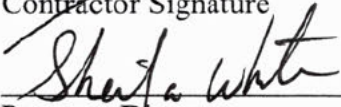
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number  Date 12-13-24  
  
 Program Director \_\_\_\_\_ Date 01/23/25

**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).

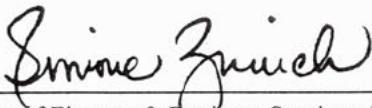
**Please check the appropriate line below:**

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).

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

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

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1.27.25

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of January, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Lynn Halbrook an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 7, 2025 and shall remain in effect until January 31, 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.** Literacy Magic Show on January 14 and 16, 2025. Each show will cost \$175 for a grant total of \$350.00

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$350 total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 194 Wheaton Rd. Cloquet, MN 55720.

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**



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22nd day of January, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Andrew Kimball an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 22, 2025 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Andrew will offer CPR Certification classes for Preschool Staff at the rate of \$45 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 of \$1800 total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 629 E 10th St Duluth, MN 55805 .

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:

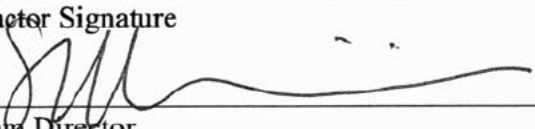
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

Andrew A Kimball [REDACTED] 01/22/2025  
 Contractor Signature SSN/Tax ID Number Date  
 1.28.25  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	579	504	303	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

Simone Zunic 1/30/25  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 27th day of January , 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and TruArtSpeaks, 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 February 25th and shall remain in effect until February 25th, 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.** TruArtSpeaks will provide one probono classroom workshop on Spoken Word Poetry and one paid classroom workshop on Spoken Word Poetry.

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 \$N/A hourly and \$ 250 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simon Zurich , 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.

Tish Jones \_\_\_\_\_ 82-4061997 \_\_\_\_\_ 1.28/25 \_\_\_\_\_

**Contractor Signature** \_\_\_\_\_ **SSN/Tax ID Number** \_\_\_\_\_ **Date** \_\_\_\_\_  
Jennifer Larva \_\_\_\_\_ 1/29/25 \_\_\_\_\_

**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	611	211	303	<sup>305</sup> 401	000
XX	X	XXX	XXX	XXX	XXX	XXX

[Signature] \_\_\_\_\_ 1/31/25 \_\_\_\_\_

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29<sup>th</sup> day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and REGINALD LAURENT dba Laurent Originals LLC an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of FEB 3, 2025 and shall remain in effect until MARCH 5, 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.** *(Must insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \_\_\_\_\_ hourly and \$ 12,000 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.

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## **Terms and Conditions**

Reginald Laurent d.b.a., Laurent Originals, LLC. will provide virtual Zoom sessions for 20 classes starting on February 3, 2025, with the final session on March 5, 2025. Dates and times for each session have been established, and all Zoom links have been generated and forwarded to the teachers.

## **PERFORMANCE**

In my Zoom sessions, I discuss art as it relates to everyday life and why it is important for children to create. I also discuss my journey as an artist, starting with childhood doodles, and I show examples of early works, works in progress, and completed works. I also show them the correlation between the different mediums while creating the same style art.

We will create my DNA style art in a paper collage format, and I will view the students' works while encouraging them and evaluating their creations.

I will show the students several new works, including a new body of work where I am using children's toys in a collage and assemblage format. I will also take them on a brief tour of my home to see art in a living environment.

And the most important part is I get to answer any and every question they may have! My favorite part! At the end of the session, most students will have either a completed work of art, or one well underway, and every question they have will have been answered.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Independent School District #709, a public corporation, hereinafter called District, and Grace Gustafson, 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 11-20-24 and shall remain in effect until 6-5-24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20.00 hourly and \$ 3,500.00 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: Tom Tusken, ~~4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.~~ 709 Portia Johnson Dr.

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)  
1643 95<sup>th</sup> st New Richmond WI 54017

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.

George Gustafson \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ 11/20/24  
 Contractor Signature Date

W. J. Th... \_\_\_\_\_ 11/20/24  
 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	215	277	000	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

Erin Z... \_\_\_\_\_ 1/28/25  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed  
January 2025**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
The College of St. Scholastica	TLE	Continue to offer the Pathways2Teaching course for 2025-2026 academic year (CITS agreement)
Boost My School	Communications Office	Trial program for LMPS fundraising efforts

**MEMORANDUM OF AGREEMENT**  
**between the College of St. Scholastica**  
**and Independent School District 709**  
**Term of Agreement: 2025-26**

By this agreement, the College of St. Scholastica (CSS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of CSS Pathways2Teaching approved coursework to junior and senior students under the College in the Schools (CITS) program.

**Course Description**

The Pathways2Teaching course examines teaching as a career and the foundations of our educational system. Students will explore the sociopolitical context related to schools, communities, and teaching while providing an overview of such topics as school culture, diversity, ethnicity, and social realities in American schools. Students will learn research skills by reviewing and analyzing achievement data to generate questions, offer suggestions, and engage in critical dialogue about educational inequalities and educational justice. The course also incorporates field experiences within elementary or middle schools.

The Duluth Public Schools agrees to partner with CSS for the academic year 2025-2026 and will:

- Continue to offer the Pathways2Teaching course providing the enrollment numbers justify the course offering.
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (ie: add/drop, withdraw, course alignment) detailed in the [CSS Student Handbook](#).
- Notify parents/students of College in the Schools (CITS) course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardians before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Ensure completion of CSS registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by CSS CITS staff and share grades with CSS CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with a CSS faculty mentor.
- Collaborate with CSS faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the CSS learning outcomes.
- Provide CSS CITS staff with a copy of each course's syllabus for transfer purposes.

College of St. Scholastica Staff shall:

- College of St. Scholastica will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for students in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.

- Provide to CITS students and partners access to online information to include information on CSS student conduct code, academic and student support services, registration policies, transcript requests, and more.
- CSS will waive the entrance requirements for this course.

College of St. Scholastica Instructor mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course<sup>1</sup> and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructors and monitor assignments, exams, projects, and instructional effectiveness to ensure the course meets the learning outcomes in the CSS course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Support CITS instructors, giving additional time and attention to instructors new to the program


Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreements.

CSS will charge \$92 per student, per course based on the CSS CITS class lists emailed by the CITS instructor per the instruction of CSS. Upon successful completion of the Pathways 2 Teaching course, students have the opportunity to receive three (3) college credits for this course from College of St. Scholastica (CSS). This course is equivalent to the CSS college course EDU 1540 - Introduction to Teaching (2 credits) and Introductory Field Experience (1 credit).

CSS

\_\_\_\_\_ Date \_\_\_\_\_  
XXx

ISD 709  
  
 \_\_\_\_\_ Date 2/5/25  
 Simone Zurich  
 Executive Director of Business  
 Services ISD 709

  
 \_\_\_\_\_ Date 2/4/25  
 Jennifer Larva  
 Director of Secondary Curriculum and  
 Instruction

# Boost My School Services Agreement

**Prepared for:**

Simone Zunich  
Duluth Public Schools

**Created by:**

Johnny Helenek  
Boost My School

# Summary of Boost My School Services Agreement\*

<b>Customer</b>	Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811
<b>Effective Date</b>	1/27/25
<b>Initial Service Term</b>	FY25-FY26
<b>Products Included</b>	Giving
<b>Selected Service Plan</b>	Public- Essentials
<b>Additional Add-ons Included</b>	None
<b>Deadline to Terminate Auto-Renewal</b>	June 1, 2026
<b>Service Fee</b>	\$0
<b>Onboarding Fee</b>	\$0 (Typically \$1,000)
<b>Service and Onboarding Fee Invoice Schedule</b>	\$0 will be invoiced when this Agreement is signed. \$0 will be invoiced on June 1, 2025
<b>Boost Platform Fee</b>	5%
<b>Deadline to Sign Agreement</b>	1/27/25

\* This summary is provided only for convenience and has no legal effect.

# Boost My School Services Agreement

This Boost My School Services Agreement (this "Agreement") is entered into as of 1/27/25 (the "Effective Date") between Boost My School with a place of business at 169 Madison Avenue #2379, New York, NY 10016 ("Company") and Duluth Public Schools with a place of business at 709 Portia Johnson Drive, Duluth, MN 55811 ("Customer").

This Agreement includes the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

For this Agreement to be valid, Customer must sign Agreement by 1/27/25.

Boost My School

Duluth Public Schools

*Johnny Helenek*

*Simone Zunich*

01 / 22 / 2025

02 / 04 / 2025

Johnny Helenek

Simone Zunich

# Terms and Conditions

## 1. Service Term, Termination, and Auto-Renewal

### 1.1. Definition of a Fiscal Year

"Fiscal Year XXXX" refers to the time period that starts on July 1st and ends on June 30th, XXXX.

For example, "Fiscal Year 2020" refers to the time period that starts on July 1st, 2019 and ends on June 30th, 2020.

### 1.2. Service Term

The "Initial Service Term" is FY25-FY26.

The "Service Term" includes the Initial Service Term and subsequent extensions of the Service Term if this Agreement is renewed.

This Agreement is valid for the Service Term.

### 1.3. Auto-Renewal

This Agreement shall be automatically renewed unless this Agreement has been terminated as described in the Termination section.

If the Agreement is automatically renewed, the following all hold true:

- The Service Term will be extended by a Fiscal Year. The Deadline to Terminate Auto-Renewal becomes the 1st of the last month of the next Fiscal Year (for example, if the Fiscal Year ends June 30, the Deadline to Terminate Auto-Renewal is June 1)
- The Service Fee, Features, and Support will be for the Selected Service Plan with a 1-year commitment, as defined in writing to Customer at time of auto-renewal
- The Service Fee will be invoiced the day after the Deadline to Terminate Auto-Renewal, payable in 60 days
- No Onboarding Fee will be charged

- Customer will receive any applicable "Referral Discounts" as awarded by the "Customer Referral Program"

## 1.4. Customer Referral Program

For the duration of the Service Term, Customer will be awarded a "Referral Discount" for every new customer ("Referred Customer") that Customer refers to Company.

The amount of the Referral Discount, the terms and conditions governing when the Referral Discounts are awarded, and how the Referral Discount may be applied are defined on the [Referral Program page on the Boost My School website](#).

## 1.5. Termination

The "Deadline to Terminate Auto-Renewal" is June 1, 2026.

Either Customer or Company may request termination of this Agreement by notifying the other party in writing anytime before the Deadline to Terminate Auto-Renewal.

In addition to any other remedies it may have, either Customer or Company may terminate this Agreement upon thirty days notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

## 2. Services and Support Provided by Boost My School

### 2.1. Selected Service Plan

The "Selected Service Plan" is Public- Essentials. This Agreement entitles Customer access to the Features and Support included with the Selected Service Plan.

### 2.2. Success Manager

The "Success Manager" for Customer will be assigned during New Customer Onboarding. Success Manager is Customer's primary point of contact for the duration of the Service Term.

Company shall use reasonable efforts to avoid switching Success Manager for Customer to a different point of contact in the middle of the Fiscal Year.

## 2.3. Products Included

This Agreement entitles Customer access to Giving Product(s).

For each Product, Customer is entitled to create unlimited mobile-friendly, branded webpages ("Campaign Pages") that accept online payments.

Boost Giving Product allows Customer to create the following Campaign Pages:

- Giving Page - e.g. for annual fund, giving day
- Commerce Page - e.g. for t-shirts, raffles

Boost Events Product allows Customer to create the following Campaign Pages:

- Event Page - e.g. for reunions, socials

Boost Auctions Product allows Customer to create the following Campaign Pages:

- Auction Pages

There is no limit and no minimum on the amount or number of payments collected on a Campaign Page.

## 2.4. Features

The following Features are included in all Plans:

- Allow donors to cover both the Boost platform fee and third-party fees on all payments made through the platform
- Accept credit card and ACH payments
- Accept modern payment methods (e.g. Apple Pay, Venmo, Google Pay)
- Your school's colors and branding
- Leaderboards and Challenge Gifts
- Standard data exports
- Standard data imports
- Custom Fields on forms

The following Features are included in Standard and Plus Plans:

- Text-to-Give (10,00 texts included)
- Integrations (Importacular, Double the Donation, ThankView, etc.)
- Peer-to-peer tracking (Advocates)

The following Features are included in Plus Plans:

- Corporate Matching Automation
- Premium Design
- 1 Custom Domain
- 1 Custom Font
- 1 Social Media Feed
- Segmented Forms
- Custom Tabs

## 2.5. Additional Add-ons

The "Additional Add-ons Included" for this Agreement is None.

Customer may request further add-ons by notifying Success Manager in writing. The following add-ons are available for purchase:

- Custom Domain
- Custom Font
- Custom Design
- Social Media Feed
- Text-to-Give
- Corporate Matching Automation
- Campaign Consultant
- Campaign Content Creation (copywriting, graphics)
- Campaign Outreach

## 2.6. Service Definitions

### Custom Domain

For each Custom Domain, Customer is entitled to enable one non-Boost My School domain for a Fiscal Year. The domain will be enabled for one of the following purposes:

- Single Campaign Page (e.g. givingday.hogwarts.edu)
- Suite of Campaign Pages (e.g. give.hogwarts.edu)

### **Custom Font**

For each Custom Font, Customer is entitled to replace Boost My School's font on all of Customer's Campaign Pages for a Fiscal Year.

### **Premium Design**

Premium Design entitles Customer to use a Premium Design on any of Customer's Campaign Pages for a Fiscal Year.

### **Custom Tabs**

Custom Tabs entitles Customer to create Custom Tabs on any of Customer's Campaign Pages for a Fiscal Year.

### **Segmented Forms**

Segmented Forms entitles Customer to create multiple forms associated with any of Customer's Campaign Pages for a Fiscal Year.

### **Social Media Feed**

For each Social Media Feed, Customer is entitled to pull social media posts from Facebook, Instagram, or Twitter on to one Campaign Page. Boost My School partners with Juicer to fulfill this service.

### **Text-to-Give**

With Text-to-Give, Customer is entitled to enable both Outbound Text-to-Give (send bulk text messages) and Inbound Text-to-Give (a phone number with a unique code that will link to the Campaign Page) for all Campaign Pages.

### **Corporate Matching Automation**

With Corporate Matching Automation, Customer is entitled to enable Corporate Matching Automation for all Campaign Pages.

### **Campaign Consultant**

Add your Success Manager to your team! We'll actively help you set your Campaign branding and outreach strategy based on our experience of working with schools similar to yours

## **3. Support Provided by Boost My School**

### **3.1. Support**

Success Manager will provide support to Customer as defined by the Support associated with Selected Service Plan.

"Standard Support" is included with Essential Plans and Standard Plans. With Standard Support, your Success Manager generally responds within half a day, and within 2 days during busy periods.

"Plus Support" is included in Plus Plans. With Plus Support, your Success Manager generally responds within a few hours, and within 1 day during busy periods.

## **3.2. New Customer Onboarding**

Customers signing on with Boost My School for the first time receive the following onboarding package:

- Plus Support for the duration of your onboarding
- 30-minute onboarding video call and screenshare with your Success Manager to walk you through the Boost platform
- Consultations calls, as needed, to share how other schools use the Boost platform

## **4. Pricing and Fees**

### **4.1. Service Fee**

The "Service Fee" for this Agreement is \$0.

### **4.2. Onboarding Fee**

The "Onboarding Fee" for this Agreement is \$0 (Typically \$1,000).

### **4.3. Service and Onboarding Fee Invoice Schedule**

\$0 will be invoiced when this Agreement is signed. \$0 will be invoiced on June 1, 2025

## 4.4. Invoice Payment Due Date

Company must receive Payment for an Invoice within 30 days after the Invoice is issued, unless otherwise stated in writing.

## 4.5. Fees for Additional Add-Ons

Additional Add-ons may be purchased during the Duration of this Agreement and added onto this Agreement. The purchased Add-on will be made available to Customer after payment is received for the Add-on.

The breakdown of fees for each Add-on is as follows:

- Custom Domain for single Campaign Page: \$1,000 per domain per Fiscal Year that the Campaign Page is active
- Custom Domain for suite of Campaign Pages: \$1,000 per domain per Fiscal Year
- Custom Font: \$1,000 per font per Fiscal Year
- Premium Design: \$2,500
- Custom Tabs: \$2,500
- Segmented Forms: \$2,500
- Social Media Feed: \$1,000 per feed
- Campaign Content Creation (copywriting, graphics): Pricing depends on how much needs to be created
- Campaign Outreach: Pricing depends on number of contacts that will be reached

## 4.6. Total Processing Fee

The Total Processing Fee is a combination of the "Boost Platform Fee" and "Third-party Processing Fees", as described in the sections below.

## 4.7. Boost Platform Fee

The Boost Platform Fee is 5% of all payments processed through Boost My School, with the following exceptions:

- Offline payments added to Boost My School and check payments mailed to Customer do not incur fees

## 4.8. Third-party Processing Fees

Boost My School has no control over third-party processing fees and as such, Boost My School passes on all third-party processing fees to Customer.

Boost My School partners with the following companies to process payments:

- Stripe - to process credit card, bank account, Apple Pay, and Google Pay payments
- Braintree - to process PayPal and Venmo payments

Third-party processing fees are subject to change as per the discretion of the payment processor. Below is an illustration of the third-party processing fees as of 01 / 22 / 2025.

### **Credit or debit cards, Apple Pay, Google Pay**

- Visa or Mastercard: 2.9% + \$0.30 per payment
- American Express or Diners Club: 3.5% + \$0.30 per payment
- Additional 1% for international card transactions

### **Bank account**

- 1% + \$0.30 per payment

### **Venmo, PayPal, Bitcoin**

- 3.5% + \$0.30 per payment

### **Donor-advised funds**

- 2.9% + \$0.30 per payment

## 5. Warranty and Disclaimer

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Onboarding Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND ONBOARDING SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 6. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or

proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

# Signature Certificate

Reference number: EFH6E-VASTH-M9PIU-5VOWN

## Signer

## Timestamp

## Signature

### Johnny Helenek

Email: johnny@boostmyschool.com

Sent: 22 Jan 2025 22:10:37 UTC  
Viewed: 22 Jan 2025 22:12:39 UTC  
Signed: 22 Jan 2025 22:13:49 UTC



### Recipient Verification:

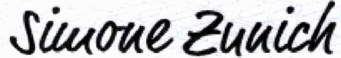
✓ Email verified 22 Jan 2025 22:12:39 UTC

IP address: 150.195.70.205  
Location: Frankford, United States

### Simone Zunich

Email: simone.zunich@isd709.org  
Shared via link

Sent: 22 Jan 2025 22:10:37 UTC  
Viewed: 04 Feb 2025 15:33:57 UTC  
Signed: 04 Feb 2025 15:34:48 UTC

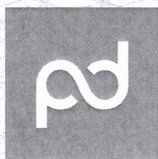


IP address: 24.158.25.240  
Location: Duluth, United States

Document completed by all parties on:

04 Feb 2025 15:34:48 UTC

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## Grant Applications January 2025

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>
Minnesota Council of Teachers of Mathematics	Rebecca Starks	Middle School Math Department	\$620.00	The funds would be used to send two middle school math teachers, Stephanie Kiero and Luke Konietzko, to the spring math conference held here in Duluth on April 25, 2025.
Arrowhead Library System	Anna Rose	Lester Park Elementary, Media Specialist	\$250.00	The funds will go toward a class set of Chromebook keyboard covers for the purpose of teaching touch-typing skills.
MN Department of Education	Jen Larva and Brenda Spartz	TLE	\$200,000.00	Funds will be used to pay for dedicated FTE to work on MnMTSS implementation, summer data retreats for our site CITs, professional development for 9 individuals at the COMPASS Summer Institute, and mid-year data retreats for CITs.
Federal Aviation Administration	Danette Seboe	CTE Aerospace Careers	\$993,960.00	Funds will be used to create an aviation mechanic pathway from Duluth and Rock Ridge with Cirrus support. FTE dedicated to training and building the program, then dedicated FTE to run the new course(s) regardless of class size. Transportation to and from Cirrus for students and staff, Summer teacher externships at Cirrus, Mentor support from Cirrus, meals for meeting days, printing and marketing supplies, administration coordination FTE.
Duluth Superior Community Foundation	David Joseph	Duluth Preschool	\$2,400.00	To purchase snowsuits and snow boots for preschoolers to be able to access outdoor nature play.