

## **Regular School Board Meeting**

Duluth Public Schools, ISD 709

### Agenda

Tuesday, July 22, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition - None**
6. **Report of the Superintendent**
  - A. Reports from Student School Board Representatives
  - B. Superintendent's Report 2
  - C. Schedule of Meetings and Events 12
7. **Report of Standing Committees**
  - A. Committee of the Whole
    - 1) Monthly Committee of the Whole (*No July Meeting*)
  - B. Human Resources/Business Services Committee (*July 14, 2025*)
  - C. Policy Committee (*No July Meeting*)
8. **General Board Committee Updates**
9. **Consent Agenda** 13
10. **CONTRACT - City of Duluth School Resource Officer (SRO) FY 2026-2028** 77
11. **Resolutions from Committee Reports**
  - A. B-7-25-4109 - FY27 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 87
  - B. B-7-25-4108 - Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A 107
  - C. B-7-25-4110 - FY26 Commercial Insurance Renewal 110
  - D. B-7-25-4111 - Acceptance of Donations to Duluth Public Schools 119
  - E. B-7-25-4112 - Acceptance of Grant Awards to Duluth Public Schools 120
12. **Special Resolutions and Action Items**
  - A. Approval of Head Start Key Hire/Director Candidate
  - B. Approval of Technology Director Individual Contract 121
  - C. HR-7-25-4113 Integration Specialists Collective Bargaining Agreement 2025-2028 125
13. **Questions / Other**
14. **Adjournment**

[www.ISD709.org](http://www.ISD709.org)

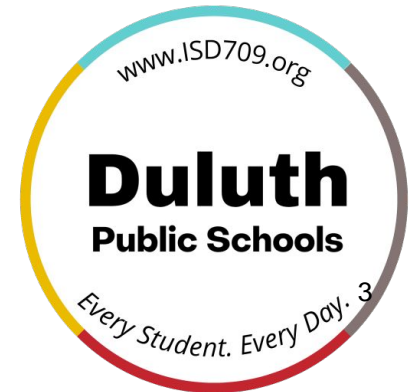
# **Duluth**

## **Public Schools**

*Every Student. Every Day.*

# Superintendent's Report

*July 22, 2025*



## OUR MISSION

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

## OUR VISION

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

## OUR CORE VALUES

### Learning



Developing a love of learning through life-long inquiry.

### Excellence



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

### Equity



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

### Collaboration



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

### Belonging



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

# Topics

- Student Representative Reports - (On Hold for July)
  - My'Aiana Taylor - ALC
  - Latasaija Garner - Denfeld
  - Kate Dean - East
- Cabinet Work Sessions Update
- Board Work Session Update
- Other

# **Cabinet Work Sessions Update**

# Cabinet Work Session - 06 16 25

8:30-8:45	Welcome, Purpose and Agenda Review (John)
8:45-9:15	Team Building - Two Truths and a Lie
9:15-10:15	Crucial Conversations - Chapter 1 (Todd)
10:15-10:30	Break
10:30-11:00	<a href="#">Teaming Calendars</a> and Meeting Planning (Brenda, Jen and Patty)
11:00-12:00	Crucial Conversations in Practice - Improving Communication Flow & Clarification of Roles
12:00-12:30	Lunch
12:00-12:30	Review <a href="#">3-Year Operational Plan</a>
12:30-1:00	Action Card Next Steps - Updated Action Cards due at Cabinet in July
1:00-1:45	<a href="#">Vision Card Next Steps</a>
2:00-2:30	Planning <a href="#">Progress Monitoring 2023-24</a> , <a href="#">Progress Monitoring 2024-25</a> for 2025-26 (Team)
2:30-3:45	<a href="#">Review of Professional Learning and August Dates</a> (Team) Last Year's Slides DLT
3:45-4:00	Closure - (John)

# Cabinet Work Session - 07 30 25

- Creating a “Vision Card” data dashboard aligned with our strategic plan
- Finalizing Action Cards and priority 2025-26 efforts for the district
- Finalizing planning for August Duluth Leadership Team
- Finalizing planning for August professional development

# **Board Work Sessions Update**

# Board Work Session Update

- Met on July 8th
- Worked with TeamWorks on board governance and other topics
- Planning to have a follow-up work session to continue these discussions and training sometime in August

# Questions



# Schedule of Meetings and Events

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

[Listening Session Guidelines](#)

***The Schedule of Meetings and Events is Subject to Change***

**Week of July 21 - July 25, 2025**

Tuesday	July 22, 2025	5:30 p.m. - 6:15 p.m.	School Board Listening Session
Tuesday	July 22, 2025	6:30 p.m.	Regular School Board Meeting*

**Week of July 28 - August 1, 2025**

None

**Week of August 5 - August 9, 2025**

Thursday	August 7, 2025	4:30 p.m.	Monthly Committee of the Whole
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**Week of August 11 - August 15, 2025**

Monday	August 11, 2025	4:30 p.m.	HR/Business Services Committee
Thursday	August 14, 2025	2:30 p.m.	Policy Committee

**Week of August 18 - August 22, 2025**

Monday	August 18, 2025	4:00 p.m.	Unity In Our Community Bayfront Festival Park 350 Harbor Dr.
Tuesday	August 19, 2025	5:30 p.m. - 6:15 p.m.	School Board Listening Session*
Tuesday	August 19, 2025	6:30 p.m.	Regular School Board Meeting*

**Week of August 25 - August 29, 2025**

None

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

## Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, July 22, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### 1. Consent Agenda

#### A. Approval of Minutes from Past School Board Meetings

- 1) Regular School Board Meeting - June 17, 2025 3

#### B. Approval of Action Items

##### 1) Human Resources

- a. HR Staffing Report 6

##### b. Other Action Items

- (1) Job Description - Director of Advancing Equity 7

- (2) Job Description - American Indian Education Coordinator 11

- (3) Teachers on Call Contract Amendment 15

##### 2) Finance

- a. Financial Report (Report will resume for FY26 in August 2025)

- b. Fundraisers 16

- c. Bids, RFPs and Quotes - None

##### d. Contracts, Change Orders, Leases

- (1) CONTRACT - City of Duluth School Resource Officer (SRO) FY 2026-2028 17

- (2) CONTRACT - BAYADA Home Health Care, Inc. (Student Services FY26) 27

- (3) CONTRACT - KY Interpreting Services for FY26 32

- (4) CONTRACT - Soliant - Deaf and Hearing Impaired (DHH) Teacher FY 2026 37

- (5) CONTRACT - 5-Year Functional Phonics & Morphology Curriculum 39

- (6) LEASE - Washington Center (City of Duluth) & Duluth Public Schools (Early Childhood) 41

##### 3) Items Brought Forward From the Monthly Committee of the Whole Meeting - No July Meeting

##### 4) Other

- a. Diploma Requests 61

- b. Field Trip Requests - None

- c. Data Sharing Agreements - None

#### C. Approval of Policy Readings - No July Meeting

- 1) First Readings - None

- 2) Second Readings - None

3) Annual Review - None

**D. Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) Monthly Committee of the Whole - No July Meeting

2) Policy Committee - No July Meeting

3) Human Resources/Business Services Committee (*July 14, 2025*)

Regular School Board Meeting  
Tuesday, June 17, 2025 6:30 PM Central

District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811

Henry Banks: Present  
Kelly Durick Eder: Present  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Sarah Mikesell: Present  
Amber Sadowski: Present  
Stephanie Williams: Present  
Present: 7.

1. Call to Order  
at 6:34 p.m.

2. Roll Call  
Member Sadowski left at 7:02 p.m. and returned at 7:05 p.m.  
Member Sadowski & Member Williams left at 8:12 p.m. and returned at 8:13 p.m.

3. Pledge of Allegiance

4. Approval of the Agenda

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

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

5. School and Community Recognition

Assistant Superintendent Bonds presented the School and Community Recognition.

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives

Student Representative Dean presented the East Student Report.

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report.

Topics included:

Student Representative Reports

Administrative Work Session Update

Legislative Updates

Other

6.C. Schedule of Meetings and Events

## 7. Report of Standing Committees

### 7.A. Committee of the Whole

#### 7.A.1) Monthly Committee of the Whole (*June 12, 2025*)

Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.

### 7.B. Human Resources/Business Services Committee (*June 9, 2025*)

Board Member Sadowski presented the Human Resources/Business Services Committee Report.

### 7.C. Policy Committee (*June 10, 2025*)

Board Member Loeffler-Kemp presented the Policy Committee Report.

## 8. General Board Committee Updates

Member Loeffler-Kemp shared an update from the Duluth Public Schools Foundation.

Member Sadowski shared an update from the Head Start Policy Council.

## 9. Consent Agenda

Move to Approve the Consent Agenda. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.

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

Yea: 7, Nay: 0

## 10. Resolutions from Committee Reports

### 10.A. B-6-25-4102 - Adoption of FY26 Budget

Move to Approve Resolution B-6-25-4102 for the Adoption of the FY26 Budget. This motion, made by Henry Banks and seconded by Jill Lofald, Passed.

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

Yea: 6, Nay: 1

Stephanie Williams: Nay

Discussion was had.

### 10.B. B-6-25-4103 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-6-25-4103 Acceptance of Donations to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

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

Yea: 7, Nay: 0

### 10.C. B-6-25-4104 - Acceptance of Grant Awards to Duluth Public Schools

Move to Approve Resolution B-6-25-4104 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Rosie Loeffler-Kemp, Passed.

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

Yea: 7, Nay: 0

10.D. E- 6-25-4105 Resolution for Membership in the MSHSL Denfeld 25-26  
Move to Approve E-6-25-4105 Resolution for Membership in the Minnesota State High School League for Denfeld 25-26. This motion, made by Stephanie Williams and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

10.E. E-6-25-4106 Resolution for Membership in the MSHSL East 25-26  
Move to Approve E-6-25-4106 Resolution for Membership in the Minnesota State High School League for East 25-26. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

Discussion was had.

10.F. HR-6-25-4107 Non-Renewal of Staff

Move to Approve HR-6-25-4107 Non-Renewal of Staff. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

## 11. Special Resolutions and Action Items

### 12. Questions / Other

Superintendent Magas gave updates on upcoming events.

### 13. Adjournment

Move to Adjourn at 8:22 p.m. This motion, made by Henry Banks and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

**HUMAN RESOURCES ACTION ITEMS FOR: JULY 22, 2025**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
EARLEY, JAMES B	MATH TEACHER/EAST, (BA) III, 8, 1.0, FLORESTANO B.	08/25/2025
HORNER, CURTIS R	SPED EBD RESOURCE TEACHER/DENFELD, (BA) III, 2, 1.0, O'NEIL A.	08/25/2025
JOHNSTON, ERIKA X	OUTDOOR ED TEACHER/LINCOLN PARK, (MA+15) IV, 9, 0.6, DAW G.	08/25/2025
KARG, GRETCHEN A	LITERACY LEAD TOSA/DISTRICT WIDE, (MA+30) IV, 9, 1.0	08/25/2025
KOVALA, LADAWN R	ELEMENTARY ART SPECIALIST/MYERS-WILKINS, (MA) IV, 9, 1.0, CAPISTRANT-KINNEY E.	08/25/2025
KUEHL, KELSEY N	ELEMENTARY ART SPECIALIST/LOWELL, (BA) III, 8, 1.0,	08/25/2025
PHILLIPS, ROBERT J	DEAN OF STUDENTS TOSA, LOWELL, (MA) IV, 9, 1.0	08/25/2025
SCHULDT, MARY N	SPED SPEECH LANGUAGE PATHOLOGIST/DISTRICT WIDE, (MA+45) IV, 7, 0.6, SORVIK J.	08/25/2025
SLATTERY, BRAYDEN A	ELEMENTARY MUSIC SPECIALIST/MYERS-WILKINS, (BA) III, 1, 1.0, SAUMER J.	08/25/2025
WENZEL, ADAM J	SPED TEACHER/DENFELD, (BA+15) III, 3, 1.0, LUNDE A.	08/25/2025
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
ADATTE, CHELSEA L	5TH GRADE TEACHER- MYERS-WILKINS ES	08/25/2025 06/05/2026
KERKHOF, LOGAN J	ELEM ART TEACHER - LESTER PARK ES	09/17/2025 12/10/2025
RODRIGUES, GABRIELLE D	VOCAL MUSIC TEACHER-ORDEAN-EAST MS	08/25/2025 06/05/2026
<b><u>CERTIFIED PERMANENT INCREASE</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
KNAPP, MICHAEL C	AMERICAN SIGN LANGUAGE TEACHER/DENFELD 0.6, EAST 0.4,	08/25/2025
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
SELL, NATALIE A	SPED RESIDENTIAL - MERRITT CREEK ACADEMY	07/11/2025
STEFFAN, KAITLYN J	SPED ELEM RESOURCE - LAURA MAC	07/31/2025
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
HOLMAN, JOEL O	MATHEMATICS TEACHER - DENFELD HS	06/18/2025
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ERDAHL, RACHEL L	SUMMER EXCEL INSTRUCTIONAL PARA/LESTER PARK, LINCOLN PARK, 0.5, \$17.95/HR,	06/16/2025
FLOHAUG, LUNDIN D	HOURLY 67DAY CUSTODIAN/EAST, UP TO 40/WK, \$17.52/HR	06/23/2025
NINE, PEYTON A	HOURLY 67DAY CUSTODIAN/EAST, UP TO 40HR/WK, \$17.52/HR	07/09/2025
<b><u>NON-CERT PERMANENT INCREASE</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
MCGREW, PAULA L	OSS-INTERMEDIATE/HEAD START, 40/43WKS, \$23.57/HR	08/11/2025
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
THOMPSON, TRACY A	OSSS - LESTER PARK ES	05/01/2025 06/20/2025
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ATATISE SKINAWAY, DOREEN L	OJIBWE LANG & CULTURE COORD - DW	06/30/2025
BARRY, KERRI A	HUMAN RESOURCES SPECIALIST - DSC	07/10/2025
BICK, RYAN S	BUS DRIVER - TRANSPORTATION	07/11/2025
DORIOTT, JESSICA M	SPED PROG PARA SETTING III/IV - ROCKRIDGE ACADEMY	06/27/2025
ECKSTROM, ALYSSA M	OSSS - DSC	06/17/2025
HOLLIDAY, COLLEEN C	OSSI - EAST HS	06/10/2025
KLASNICH, KINSEY M	BENEFITS COORD - DSC	07/25/2025
LAQUALIA, LAURIE A	OSSI - EAST HS	06/10/2025
NEFF, ALEXANDRA L	HEALTH SAFETY & ENVIRONMENT COORD - DW	07/01/2025
SIMMONS, LEAH K	SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS	06/02/2025
SMITH, NATHAN D	EDUCATION EQUITY COORD - DW	07/11/2025
WHITE, SHEILA L	COORD INDIAN ED. - DW	06/30/2025
<b><u>NON-CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
DOUCETTE, LORI L	POOL CUSTODIAN - LINCOLN PARK MS	07/01/2025
HALLFRISCH, MONICA M	COMMUNITY LIASON PARA - STOWE ES - REVISED DATE	09/24/2025
HUGHES, SCOTT J	SPED PROG PARA SETTING III/IV - EAST HS	06/06/2025
KOLDEN, DANIEL L	ENGINEER II - ROCKRIDGE ACADEMY	09/02/2025

**POSITION DESCRIPTION**  
**Director of Advancing Equity**

**SECTION I: GENERAL INFORMATION**

<b>Position Title:</b> Director of Advancing Equity	<b>Department:</b> Teaching, Learning and Equity
<b>Immediate Supervisor’s Position Title:</b> Assistant Superintendent	<b>FLSA Status</b> Exempt
<b>Pay Grade Assignment:</b> N/A	<b>Bargaining Unit:</b> Independent Employment Contract
<b>Accountable For (job titles):</b> American Indian Coordinator, Ojibwe Language and Culture Coordinator, Integration Specialists, Families In Transition Teachers, Executive Assistant	
<b>General Summary of Purpose Of Job:</b> The Director of Equity and Inclusion provides strategic leadership and comprehensive oversight for the district's equity and inclusion initiatives. This pivotal role ensures that equitable and inclusive principles are deeply integrated into all policies, programs, and operations, directing a team of specialists to deliver essential student and family support, foster cultural competency, and create safe and welcoming school environments for every student and family.	

**SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:**

<b>Duty No.</b>	<b>Essential Duties: (These duties are a representative sample; position assignments may vary.)</b>
1.	Provide leadership and strategic direction for the district's equity and inclusion initiatives, ensuring alignment with district mission and goals.
2.	Develop, implement, monitor, and evaluate comprehensive equity and integration plans, including measurable goals and accountability frameworks, such as the Achievement and Integration Minnesota (AIM) Plan and the Equity Achievement Plan.
3.	Serve as a primary resource, providing coaching, professional development, and consultation to district administration and staff on equity issues, culturally responsive practices, and organizational development.
4.	Collaborate with academic departments to support the planning, implementation, and evaluation of inclusive curriculum and programs that address disparities and promote student success, ensuring direct student and family support services are integrated effectively.
5.	Oversee and guide the Education Equity Advisory Committee (EEAC) and other relevant advisory groups in achieving district goals related to reducing academic gaps, raising graduation rates, and addressing disparities for underserved populations.
6.	Prepare and present annual reports to the School Board and the Minnesota Department of Education (MDE) on the progress of equity and integration plans and other relevant initiatives
7.	Manage the departmental budget, including planning, supervising, and monitoring expenditures of desegregation funds, and approving requisitions.
8.	Supervise and evaluate assigned staff, including evaluation of Integration Specialists and FIT Coordinators, fostering their development and ensuring effective performance in support of equity goals.
9.	Represent the District on State and local boards and committees regarding achievement, integration, and equity, as directed by the Superintendent.

10.	Partner with Human Resources to develop and implement strategies for recruiting, hiring, and retaining a diverse staff that mirrors the student population.
11.	Design, coordinate, and facilitate workshops, presentations, and other learning opportunities to promote diversity, equity, and inclusion for all stakeholders, including training for new teachers and specialized training and support for staff delivering student and family services.
12.	Work with schools to identify and address systemic barriers that impede student learning and feelings of belonging, recommending alternative programming options and providing expertise in gender identity support, and guiding direct support staff in culturally responsive interventions, conflict resolution, and strategies for student success.
13.	Serve as the district's Title VI and Title IX Compliance Coordinator, investigating reports of discrimination and developing corrective action plans.
14.	Analyze district data through an equity lens to identify systemic inequities and advise on strategies to address them, ensuring effective multilingual communication with families, and utilizing data from student support programs to track progress, attendance, and intervention efficacy.
15.	Establish and maintain collaborative partnerships with community agencies, culturally specific organizations, and the Parent Advisory Committees to support equitable and sustainable programs and practices, ensuring robust networks for student, family, and staff access to essential resources and cultural enrichment.
16.	Provide shared supervision and leadership support for the District's Education Center.
17.	Perform other related duties as assigned to ensure the efficient and effective operation of the department and to support the district's overall equity and inclusion goals.

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

<b>EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:</b>	
	<b>High school diploma or GED.</b>
X	<b>Degree Required:</b> A bachelor's degree in education, Indian Studies, social science, or a closely-related field is required.
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> A minimum of ten (10) years extensive, progressively responsible leadership experience in equity, diversity, and inclusion initiatives within a large, complex educational system or similar organization. This experience must clearly demonstrate a track record of: <ul style="list-style-type: none"> <li>● Developing, implementing, and evaluating impactful equity-focused programs.</li> <li>● Strategic planning and achieving measurable outcomes related to equity goals.</li> <li>● Successful team leadership, supervision, and professional development facilitation.</li> <li>● Building and sustaining strong partnerships with diverse community stakeholders.</li> <li>● Managing significant budgets and securing external funding.</li> <li>● Navigating complex organizational change and addressing systemic inequities.</li> </ul>
X	<b>Required Supervisory Experience:</b> Requires at least three (3) years of supervisory experience within a school district or social service agency, with demonstrated experience overseeing staff who provide direct student support, family engagement, cultural mediation, academic assistance, and community resource navigation for diverse student populations.

<b>PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:</b>	
	<ul style="list-style-type: none"> <li>● Master's degree or higher in a related field.</li> <li>● Current Minnesota teaching license and/or current valid Minnesota K-12 Administrative License.</li> <li>● Certifications in Intercultural Development Inventory or other equity-related instruments and/or training programs</li> </ul>

**LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:**

None required.

**ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK**

## Knowledge

- Comprehensive understanding of educational equity theories, research, and best practices.
- Cultural proficiency, culturally responsive pedagogy, and social justice principles.
- Applicable federal, state, and local laws, codes, regulations, and policies related to education equity, including Title VI, Title IX, the McKinney-Vento Act, and relevant Minnesota education statutes.
- Strategic planning, program evaluation, and continuous improvement processes in an educational context.
- Fiscal management and budgeting principles, including grant funding processes.
- Adult learning theory and effective professional development strategies.
- Organizational development principles and change management.
- Data collection, disaggregation, analysis, and reporting for identifying and addressing inequities.
- Recruitment and retention strategies for a diverse workforce.

## Skills

- Demonstrated leadership skills, especially regarding cross-cultural interaction and building consensus among diverse groups.
- Excellent written and verbal communication skills, including public speaking and report preparation.
- Identifying systemic barriers and develop and implement actionable plans for their resolution.
- Facilitating various size groups, including conflict resolution and navigating complex/emotional conversations.
- Effective management, organizational, and supervisory practices.
- Demonstrated effective management, organizational, and supervisory skills.
- Successful grant writing and resource attainment.
- Proficiency in using computer technologies, including word processing, spreadsheets, email, and calendar tools; experience with district-specific systems (e.g., Skyward, Infinite Campus) preferred.

## Abilities

- Conduct research, analyze data through an equity lens, and interpret findings to inform decision-making.
- Design and implement effective equity policies and programs.
- Work effectively with all levels of District staff, parents, students, and community members, fostering positive relationships while holding all groups accountable for equity goals.
- Work independently with minimum direction and make sound decisions within established guidelines.
- Lead and manage programs, staff, budgets, and grants.
- Advocate for students and families, building strong community partnerships.
- Design and deliver culturally authentic education, development, and support.

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		

Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

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**Signature – Human Resources** **Date**

**Job Classification History:**  
 Prepared by TS 5/2025  
 Board Approval:  
 Reviewed/updated:  
 Reviewed/updated:

<b>Position Title:</b> American Indian Education Coordinator	<b>Department:</b> Teaching, Learning and Equity
<b>Hiring Preference for this Position:</b> In accordance with federal law (Title VII of the Civil Rights Act of 1964, as amended) and Minnesota Statutes, preference will be given to qualified American Indian candidates for this position.	
<b>Immediate Supervisor’s Position Title:</b> Assistant Superintendent or Designee	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> DDWIAA
<b>Accountable For (job titles):</b> -American Indian Homeschool Liaisons, other support staff funded through the AIE grant, and clerical support.	
<b>General Summary of Purpose Of Job:</b> Under limited supervision, plans, implements, and administers all aspects of American Indian Education programs, fostering the optimum educational and personal development of American Indian students. The Coordinator serves as the principal liaison among the school district, the American Indian Parent Committee, and the broader community, ensuring culturally responsive practices and supporting academic achievement through community-based cultural values.	

**SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:**

<b>Duty No.</b>	<b>Essential Duties: (These duties are a representative sample; position assignments may vary.)</b>
1.	Plan, implement, and administer culturally based American Indian education programs, ensuring consistent adherence to established State and Federal statutes and guidelines established by MDE for developing the AIE plan and plans for JOM and Title VI.
2.	Supervise and evaluate professional and paraprofessional staff within the American Indian Education Department, setting clear goals and improvement plans.
3.	Advocate for the needs of American Indian students, providing comprehensive assistance, advice, and support to both students and staff on various issues.
4.	Oversee all departmental and grant fiscal matters, including developing and managing State and Federal funds and budgets, collaborating with Business Services on grant preparation and financial oversight.
5.	Work collaboratively with the American Indian community and Parent Committee to assess needs, develop effective programs, and facilitate regular meetings to address concerns following MDE guidelines and District priorities
6.	Prepare and present progress reports for the AIE, JOM, and Title VI plans, along with their associated budgets, to the American Indian Education Committee and funding agencies. Conduct assessments and in-house evaluations to monitor program progress.
7.	Partner with curriculum staff to incorporate American Indian Learner outcomes into the District curriculum, develop stand-alone cultural units, and create alternative assessments aligned with American Indian experiences.

8.	Aid in developing and implementing interventions specifically designed to narrow achievement gaps and increase graduation rates among American Indian students.
9.	Plan and facilitate elementary, middle, and high school field trips and cultural events
10.	Maintain and develop contacts with relevant state-wide and national American Indian Education groups to stay informed and anticipate educational trends and solutions for Duluth Public Schools.
11.	Maintain comprehensive written progress reports for participating students and manage all necessary 506 Forms.
12.	Support or lead the district team in the Tribal Consultation process, gathering required data and information from Tribal Nations Education Committees and MDE.
13.	Participate in and lead community outreach activities, and regularly update website information and American Indian Equity curriculum materials.
14.	Work and partner with the Parent Advisory Committee and program staff to identify and plan future program activities supported by grant funding.
15.	Perform other duties of a comparable level or type as assigned, providing professional expertise and ensuring consistent communication within the department and district.

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

#### AMERICAN INDIAN PREFERENCE IN EMPLOYMENT

Duluth Public Schools applies Indian Preference in employment for this position in accordance with Section 703(i) of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e-2(i)), which permits the preferential treatment of American Indian individuals for employment by businesses or enterprises on or near an Indian reservation. Federal statutes, such as the Indian Self-Determination and Education Assistance Act of 1975, and applicable Minnesota Statutes (e.g., related to American Indian Education programs, specifically where federal Indian Education funds are received).

This preference is based on the unique political relationship between the U.S. government and American Indian tribal governments, recognizing the essential role of American Indian individuals in leading and administering programs designed to serve American Indian students and communities.

#### Eligibility for Indian Preference:

To be considered for Indian Preference for this position, applicants must meet the minimum qualifications outlined below AND provide proof of eligibility with their application materials. Eligibility for Indian Preference typically includes, but is not limited to, individuals who are:

- An enrolled member of a federally recognized American Indian tribe, OR
- A descendant of a member of a federally recognized American Indian tribe who was residing within the present boundaries of any Indian reservation on June 1, 1934, OR
- An Alaska Native.

#### Required Documentation:

Applicants claiming Indian Preference MUST provide official documentation verifying their eligibility with their application. This typically includes a copy of your tribal enrollment card or other official tribal documentation verifying enrollment. Failure to provide appropriate documentation may result in not being considered for Indian Preference for this position.

#### EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

	<b>High school diploma or GED.</b>
X	<b>Degree Required:</b> A bachelor's degree in education, Indian Studies, social science, or a closely-related field.

	is required.
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> A minimum of three (3) years experience working with Native American students at various grade levels, collaborating with students, families, and colleagues from a variety of ethnic, racial, and cultural backgrounds. Must be knowledgeable of Native American Indian culture, history, values, and communities. An equivalent combination of education, training, and/or experience totaling five (5) years of successfully performing essential functions will also be considered.
X	<b>Required Supervisory Experience:</b> Requires at least one year of supervisory experience within a school district or social service agency, specifically working with the American Indian community, parents, and students of the same or similar heritage.

<b>PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:</b>
Proficiency in an American Indian language, particularly Ojibwemowin (Ojibwe), is highly preferred.

<b>LICENSE/CERTIFICATION: (Identify licenses/certifications required upon hiring:</b>
None required.

<b>ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK</b>
<p>Knowledge</p> <ul style="list-style-type: none"> <li>• Comprehensive understanding of diverse American Indian cultures, histories, traditional values, and contemporary issues.</li> <li>• In-depth knowledge of Federal and State laws impacting American Indian education (e.g., Indian Education Act, Johnson O'Malley, FERPA).</li> <li>• Familiarity with Tribal programs and resources serving American Indian people, especially those relevant to Duluth and surrounding areas.</li> <li>• Strong knowledge of educational best practices for American Indian youth achievement, cultural identity, and well-being.</li> <li>• Understanding of culturally responsive teaching methodologies and trauma-informed practices applicable to American Indian students.</li> </ul> <p>Skills</p> <ul style="list-style-type: none"> <li>• Exceptional verbal, written, and presentation skills, including grant writing and comprehensive reporting.</li> <li>• Advanced interpersonal and human relations skills for collaborative relationships with diverse stakeholders.</li> <li>• Proficiency in program planning, implementation, and evaluation, project management, and outcome assessment.</li> <li>• Strong organizational skills and time management skills.</li> <li>• Leadership and supervisory skills to effectively guide, evaluate, and develop a team.</li> <li>• Budget development and management, including grant fiscal administration and compliance.</li> <li>• Demonstrated conflict resolution and problem-solving skills for complex situations.</li> <li>• Proficiency with modern office software (MS Office Suite, Google Workspace).</li> </ul> <p>Abilities</p> <ul style="list-style-type: none"> <li>• Work both autonomously and as part of a team</li> <li>• Lead and manage programs, staff, budgets, and grants.</li> <li>• Advocate for students and families, building strong community and tribal partnerships.</li> <li>• Design and deliver culturally authentic education, development, and support.</li> <li>• Utilize data to assess program effectiveness and plan strategically.</li> <li>• Maintain composure and respond effectively to unexpected situations.</li> <li>• Navigate complex situations, resolve conflicts, maintain composure, and manage priorities, including travel.</li> </ul>

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

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

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
Signature – Human Resources

\_\_\_\_\_  
Date

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:



### AMENDMENT FOUR

This Amendment Four ("Amendment"), is made and incorporated into the Agreement between Teachers On Call, a Kelly® company ("TOC"), with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Duluth Public Schools ("Customer"), for the purpose of amending the services and markup of their Agreement.

#### RECITALS

- A. Whereas TOC and Customer entered into an Agreement beginning July 20, 2022 and
- B. Whereas TOC and Customer entered into an Agreement Renewal ("Agreement"), dated June 30, 2024, and
- C. Now, therefore, TOC and Customer wish to modify the Agreement to include Clerical and Custodial as additional service lines as set forth below:

#### AGREEMENT TERMS

TOC and Customer therefore agree as follows:

- 1) **Clerical:** Clerical substitute staffing will be provided to the district and TOC will pay clerical substitute staff at a rate of \$18.02 per hour for daily substitutes, and \$21.02 for long-term clerical substitutes (over two weeks).
- 2) **Clerical Markup Increase.** Customer agrees to an hourly bill rate of 1.31 mark-up on straight time hourly pay.  
  
Example: \$18.02 (hourly pay rate) x 1.31 (mark-up) = \$23.61 (hourly bill rate)
- 3) **Custodial:** Custodial substitute staffing will be provided to the district, and TOC will pay custodial substitute staff at a rate of \$18.05 per hour.
- 4) **Custodial Markup Increase.** Customer agrees to an hourly bill rate of 1.34 mark-up on straight time hourly pay.  
  
Example: \$18.05 (hourly pay rate) x 1.34 (mark-up) = \$24.19 (hourly bill rate)
- 5) **Miscellaneous.** This Amendment will become effective when both parties have signed below.

Teachers On Call, a Kelly Education® company

Duluth Public Schools

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Name: Lamin Mumin

Name: Theresa Severance

Title: Director Client Service

Title: Ex. Director HR & Operations

Date: 7/8/25

Date: 6/30/2025

**Fundraisers Reported  
June 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>
Piedmont	Schoolwide	\$900.00	Clothing Store to support PBIS funding

## **SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 (“School District”) and the CITY OF DULUTH (“City”).

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### **ARTICLE I SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES**

1.1 For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.2 The SRO will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.3 The duties of the school resource officer include the following:

- a. The duties described in the job description attached as Exhibit A;
- b. Fostering a positive school climate through relationship building and open communication;
- c. Protecting students, staff, and visitors to the school grounds or at school-sponsored events or activities;
- d. Deterring all forms of criminal activity on school property and at school-sponsored events and activities;
- e. Serving as a liaison from law enforcement to school officials;
- f. Providing advice on safety drills;

- g. Identifying and advising on security vulnerabilities in school facilities and safety protocols;
- h. Educating and advising students and staff on law enforcement topics; and
- i. Enforcing criminal laws;

**ARTICLE II**  
**FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

2.1 The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2025-2026 school year and will continue through the end of the 2027-2028 school year, terminating on June 30, 2028. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual written consent of the parties.

2.2 During the term of this Agreement, SROs shall be made available to the following School District schools on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year: Denfeld High School, East High School, Lincoln Park Middle School and Ordean East Middle School. In the event of an individual absence of an SRO at a specific school site, backup SRO officers from other buildings will be utilized as mutually agreed upon by Duluth Police Department and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.3 The School District agrees to pay the City for a total of four (4) SROs and a Community Policing Sergeant in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

- a. 2025-2028 School Resource Officer, 3-year contract:
  - i. Year 2025-2026: 7% increase from previous year, rate per officer is \$84,834.00 and \$339,336.00 total reimbursement for all four sites;
  - ii. Year 2026-2027: 4.5% increase from previous year, rate per officer is \$88,651.00 and \$354,606.00 total reimbursement for all four sites;
  - iii. Year 2027-2028: 5% increase over previous year, rate per officer is \$93,084.00 and \$372,336.00 total reimbursement for all four sites.
- b. 2025-2028 Community Policing Sergeant, 3-year contract: Community Policing Sergeant is responsible for daily oversight of the SRO program, regular meetings with school administration and community stakeholders, and participation in an annual program evaluation.

- i. Year 2025-2026: 3% of salary, but not more than \$3,443.00 total reimbursement;
- ii. Year 2026-2027: 3% of salary, but not more than \$3,598.00 total reimbursement;
- iii. Year 2027-2028: 3% of salary, but not more than \$3,777.00 total reimbursement.

2.4 Fifty (50) percent of the total amount to be paid during any school year is due and owing on September 1<sup>st</sup> of each year; and

2.5 Fifty (50) percent of the total amount to be paid during any school year is due and owing on February 15<sup>th</sup> of each year.

2.6 The City agrees to provide an invoice for payments specified in this Article. All payments received under this Article shall be deposited in City Fund Number 110-160-1610-4261.

**ARTICLE III  
RESPONSIBILITY OF SCHOOL DISTRICT**

3.1 School District shall be responsible for the following:

- a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff, and student body;
- b. Provide a private office, desk, and telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis;
- c. Require its principals to coordinate the efforts of the school resource officer within the schools;
- d. Ensure that SROs are informed of School District resources available for de-escalation of conflicts, such as specialized crisis teams and mediation opportunities, through administrative leadership and by serving as members of site crisis teams;
- e. Provide time and opportunities for SRO interaction at the elementary level;
- f. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule;
- g. Provide opportunities for educational-specific training that would benefit the SRO in a school setting; and
- h. Participate in an advisory capacity in the interview and selection of new SROs. .

**ARTICLE IV  
RESPONSIBILITY OF CITY**

- 4.1 The City shall be responsible for the following:
- a. Provide school resource officers to the School District at the middle and secondary schools identified in Article II above;
  - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee;
  - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions;
  - d. Provide training and education within the scope of the Police Department of the City;
  - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five (5) consecutive days;
  - f. Collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs;
  - g. Undertake reasonable efforts to assign SROs who are acceptable to the School District;
  - h. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course;
  - i. Conduct, or have conducted, a criminal background check on all SROs who provide any service pursuant to this Agreement; and
  - j. If an SRO separates from employment, City will fill the vacant position with a qualified candidate as soon as possible..

**ARTICLE V**  
**JOINT RESPONSIBILITIES**

- 5.1 The City and the School District shall both be responsible for the following:
- a. Notify the public of the presence of School Resource Officers in the four schools through the School District website and through the respective communications officers each fall, utilizing channels such as social media and parent notification tools, or as otherwise designated by the District.
  - b. Conduct yearly performance evaluations of the SROs with input from school administrators

- c. Annual evaluation of the SRO program.
- d. SROs will have a flexible schedule during the school day to attend after-school events;
- e. Establish process between school administrator and the police department to address concerns and complains;
- f. Each SRO will follow the uniform policy as approved by Duluth Police Administration and Duluth Police Union LELS 538, unless otherwise approved by their direct supervisor.
- g. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

**ARTICLE VI  
DATA PRACTICES**

6.1 All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless a statutory exception applies, the School District may not disclose private educational data to an SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District’s responsibilities under FERPA.

**ARTICLE VII  
INDEMNITY**

7.1 Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives . To the extent permitted by law, each party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Party’s employees or agents. Each party’s liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing in this Agreement may be deemed to constitute a

waiver of those limits. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 Relationship of the Parties. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the MDGPA, each party is considered to be an independent contractor relative to the other party.

8.2 SRO Employment Status. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

8.3 Prohibited Actions. In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of a minor investigation; (b) the crime has occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a peace officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.

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

8.5 Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by a written instrument signed by the parties.

8.6 Choice of Law and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County.

8.7 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

8.8 Waiver and Enforcement. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

8.9 Equal Drafting. In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.

8.10 Notices. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To City Attorney:  
City of Duluth  
Room 402 City Hall  
411 West First Street  
Duluth, MN 55802

With copy to:  
City of Duluth  
Duluth Police Department  
[Address]  
Duluth, MN [ZIP]

To School District:  
ISD 709  
Director of Business Services  
709 Portia Johnson Drive  
Duluth, MN 55811

8.11 Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

8.12 Entire Agreement. This Agreement, along with any attached exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO. 709

By: \_\_\_\_\_  
Mayor (City Administrator as per  
delegated authority)

By \_\_\_\_\_  
Chairperson

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
Clerk

DATE: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney



# EXHIBIT A

## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

#### SCHOOL RESOURCE OFFICER

#### I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

#### II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

#### III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.

**CONTRACT FOR STUDENT NURSING SERVICES  
PERTAINING TO [REDACTED]**

This AGREEMENT is made and entered into this 6th day of June 2025, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1<sup>st</sup> Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **ISD 709, Duluth Public School** located at 709 Portia Johnson Drive, Duluth, MN 55811, (hereinafter referred to as **SCHOOL**).

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

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

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

**I. RESPONSIBILITIES OF BAYADA**

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:
1. Verification of current licensure or certification as applicable; and
  2. Completed application for employment or resume; and
  3. Verified references; and
  4. Evidence of annual performance evaluation; and
  5. A criminal record check, conducted upon hire, if required by state law; and
  6. Evidence of at least one annual in-service education or training in accordance with applicable state regulations.
  7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
  8. Attestation of employee vaccination or exemption status where applicable.
- C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.
1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
    - a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

- b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
  - c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT**.
  - d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL's** district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance.
- 1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.
  - 2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
- F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.
- G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).
- H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

## II. RESPONSIBILITIES OF SCHOOL

- A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.
- C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.
- D. Insurance.
  - 1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures.
- D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.
- E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA**, and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

### III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$75.00/hour for RN or \$65.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.
- B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

#### IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on July 1, 2025 and will remain in effect through June 30, 2026. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
  - 1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
  - 2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
  - 3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

#### V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

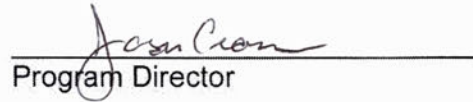
same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 06.23.2025



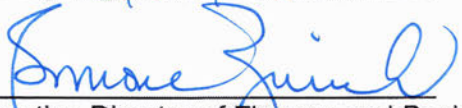
Heather Scherping  
Director  
*Signing with authority for*  
**BAYADA Home Health Care, Inc.**

Date: 6/23/25



Program Director  
*Signing with authority for*  
**ISD 709 Duluth Public Schools**

Date: 6/24/25



Executive Director of Finance and Business Services  
*Signing with authority for*  
**ISD 709 Duluth Public Schools**

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

\_\_\_\_\_  
Superintendent of Schools  
*Signing with authority for*  
**ISD 709 Duluth Public Schools**

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

\_\_\_\_\_  
Board of Chair  
*Signing with authority for*  
**ISD 709 Duluth Public Schools**

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 2, 2025 and shall remain in effect until June 4, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$65.00 hourly (2 hour minimum at \$130.00) and \$200,000.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public

Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3251 Dahl 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.

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**ADDENDUM A  
Terms of Teleservices Assignment  
Equipment Provided**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

**Contracted Telepractitioner:** Barbara Brigham

**Client:** Duluth Public Schools ISD 709

**Assignment Start Date:** 08/26/2025      **Assignment End Date:** 06/04/2026

**Position:** Tele - DHH Teacher

**Hours per Week:** 40

**Bill Rate per Hour** \$102.00      *Bill Rate is all-inclusive<sup>(a)</sup>*

**Technology Fee:** \$0.00

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

**Miscellaneous:**

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date..
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- e) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

**324162 - Duluth Public Schools ISD 709**

**John Magas**  
Superintendent  
July 11, 2025 16:12 UTC  
IP: 24.158.25.241

**Kelly Durick Eder, Board Chair**

**Telepractice Provisions:**

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
  - (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
  - (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
  - (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
  - (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
  - (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

**Duties and Responsibilities**

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

- a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

**VocoVision Damaged Equipment Policy**

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

**Packaging**

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Date: 6/2/2025

Quote for Duluth Public Schools, Duluth, MN

### Curriculum

5 Year Prepaid: Functional Phonics+Morphology Curriculum (2025-30)			
Resource	Quantity	Cost per item	Total
Five-year site license to all Functional Phonics+Morphology digital lesson slides, scripts, and downloadable resources Up to 30 users per site license (may be used across buildings); five-year expiring June 30, 2030	5	\$20,000	\$100,000
<b>Total</b>			<b>\$100,000</b>

Pay Per Year

Pay Upfront

**Notes:**

Site licenses to be paid per year.

Print Materials			
Resource	Quantity	Cost per item	Total

This quote is valid for the next 60 days, after which values may be subject to change.

Student Material Kit: Series 1 <i>30 sets of Student Workbooks</i>	19	\$585	<b>\$11,115</b>
Student Material Kit: Series 2 <i>30 sets of Student Workbooks</i>	19	\$585	<b>\$11,115</b>
Teacher Manual: Series 1	30	\$135	<b>\$4,050</b>
Teacher Manual: Series 2	30	\$135	<b>\$4,050</b>
<b>Print Material Subtotal</b>			<b>\$30,330</b>
<b>Shipping Costs</b>			<b>\$2,275</b>
<b>Print Material Total</b>			<b>\$32,605</b>

**Notes:**

*Imine Zurich 7.8.25*

*Grant  
7-8-25*

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Kelly Durick Eder, Board Chair

# EXHIBIT 1

## WASHINGTON CENTER LEASE AGREEMENT BETWEEN THE CITY OF DULUTH AND INDEPENDENT SCHOOL DISTRICT NO. 709

THIS LEASE AGREEMENT (this “Agreement”) is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision (“ISD 709” or “Tenant”).

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (the “Washington Center”);

WHEREAS, Tenant is a public corporation and political subdivision duly organized and existing under the laws of the State of Minnesota;

WHEREAS, part of Tenant’s mission (its “Mission”) is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs;

WHEREAS, Tenant desires to lease office space at Washington Center, to use for the advancement of its Mission and related services to the community at large (the “Services”); and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

### **I. LEASED PREMISES**

A. The terms “Exclusive Space” (defined below) and “Non-Exclusive Space” (defined below) shall collectively be referred to in this Agreement as the “Leased Premises.” Subject to the terms and conditions set forth in this Agreement, the City demises and leases the Leased Premises to Tenant.

1. Tenant shall have exclusive use of the following rooms in Washington Center (the “Exclusive Space”):

Program	Room	Square Footage

Early Childhood Family Education (“ECFE”)	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
<b>Total</b>		<b>3,280</b>

The “Exclusive Space” is depicted on the attached Exhibit A and includes the storage space within the locker room and showers adjacent to the former pool, as further identified in orange on Exhibit A (the “Storage Space”).

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant’s right to use the Storage Space shall be subject to termination by the Manager (defined below) at any time in the Manager’s sole discretion. The Manager shall also have the sole discretion to terminate Tenant’s right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the Manager identifies an alternative space or spaces for Tenant’s use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, public bathrooms, gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the “Non-Exclusive Space”).

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement “as is” in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or Washington Center, or any personal property on or inside Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide the Services; (ii) Tenant shall not interfere with other parties’ right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant’s rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the “Easement Agreement”).

**II. TERM OF AGREEMENT.**

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2025, and shall expire on August 31, 2028, unless terminated early as provided for herein (the “Term”).

### **III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.**

A. Rent. Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent rate from current market rent rates, in the following amounts for the following time periods (plus additional charges for periodic use of Non-Exclusive Space as set forth below):

1. For the period September 1, 2025 through August 31, 2026, Tenant shall pay rent equal to \$6.44 per square foot, for base monthly rent in the amount of \$1760.27 (\$6.44 x 3,280 sq. ft/12 months).

2. For the period September 1, 2026 through August 31, 2027, Tenant shall pay rent equal to \$6.70 per square foot, for base monthly rent in the amount of \$1,831.33 (\$6.70 x 3,280 sq. ft/12 months).

3. For the period September 1, 2027 through August 31, 2028, Tenant shall pay rent equal to \$6.97 per square foot, for base monthly rent in the amount of \$1,905.13 (\$6.97 x 3,280 sq. ft/12 months).

4. For the period September 1, 2025 through August 31, 2028, Tenant shall pay \$100.00 per month for garbage and recycling service.

5. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Auditor, Room 120 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms. Use of the conference rooms located in the Non-Exclusive Space (the "Conference Rooms") must be scheduled and approved in advance by the City's Manager of Parks and Recreation or his or her designee (the "Manager"). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must meet the following criteria:

1. The meeting or event must be directly related to the Services.
2. At least one designated key holder of Tenant (a person who was directly assigned a key from the City's Property & Facilities Manager, or his/her designee (the "Property Manager") must be present for the entire duration of the event or meeting.
3. Tenant shall follow all security measures, criteria and protocol established by the Property Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).

4. Tenant is not permitted to store or leave any items in the Conference Rooms.

C. Gymnasium. Subject to availability, use of the gymnasium (the "Gymnasium") must be scheduled and approved by the Manager. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be charged at the then-current council-approved fee schedule. All rent for use of the Gymnasium shall be deposited into Special League Fund 210-030-3190-4625-07.

D. Bathroom Near Room 110. Use of the bathroom across the hall from Room 110 shall be non-exclusive and without charge as long as ISD 709 provides, at its sole expense, all daily cleaning and routine maintenance necessary to properly operate and maintain said bathroom in a safe, clean, and reasonable state of repair. ISD 709 shall provide, at its sole expense, those items required for the daily operation, maintenance, and cleaning of said bathroom, which includes but is not limited to, cleaning supplies, interior light bulbs, garbage bags, and paper products. The bathroom across the hall from Room 110 shall be open to the tenants, users and invitees of the Washington Center at all times and shall not be used or operated as a private bathroom of ISD 709 and its participants. If ISD 709 fails to perform the cleaning and maintenance duties outlined above regarding the bathroom across from Room 110, then said bathroom shall be closed to all tenants, users and invitees of the Washington Center, including ISD 709.

#### **IV. TENANT RESPONSIBILITIES.**

A. Tenant shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all trash and other waste it produces into Washington Center trash and recycling containers designated and/or provided by the City. Tenant will comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by the City during the Term.

B. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. It is further agreed that the City may pay a pest exterminating contractor on behalf of Tenant and immediately collect the same from Tenant as additional rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own personal property, including office related equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to Washington Center, or to any personal property owned by the City or other third parties.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and personal property, equipment, tools, and machinery.

F. Tenant will follow all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are at Washington Center.

H. Tenant shall be responsible for installation and removal (at the end of this Agreement) of its signage on the Leased Premises. The size, design, location, and wording of all signage shall be subject to the approval of the Property Manager.

**V. CITY'S RESPONSIBILITIES.**

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, and sewer. The City shall, at Tenant's expense as set forth in paragraph III.A.4. above, provide garbage and recycling service

B. The City shall include Tenant on interior building directories and/or signage, if any. The City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its sole expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including, but not limited to, plumbing, electrical, HVAC roofing, windows and flooring systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. Tenant shall provide and install light bulbs for the light fixtures attached to the Exclusive Space. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space, except that Tenant shall provide and install light bulbs for the bathroom across the hall from Room 110.

**VI. INTENTIONALLY OMITTED.**

**VII. INDEPENDENT RELATIONSHIP.**

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

**VIII. INSURANCE.**

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. The City shall not be liable to Tenant for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

**IX. HOLD HARMLESS AND INDEMNIFICATION.**

City and Tenant shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. The City's and Tenant's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

**X. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.**

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release data related to this tenancy and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

**XI. INCIDENT REPORTS.**

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within Washington Center during the Term. Such written report shall be in a form acceptable to

the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit B.

**XII. COMPLIANCE WITH LAWS.**

A. Tenant shall make the Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

B. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Tenant shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

**XIII. COMMUNICATIONS.**

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

**XIV. NOTICES.**

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City of Duluth  
Attn: Property and Facilities Manager  
1532 W. Michigan Street  
Duluth, Minnesota 55806  
(218) 730-4430

ISD 709  
Attn: ECFE Director  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
(218) 336-8700, Ext. 1021

**XV. CITY ACCESS.**

A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for Washington Center. Tenant shall comply with the City's Key Control Policy, a copy of which shall be provided to Tenant, and is subject to unilateral change by the City during the Term.

C. Tenant shall not make copies of any keys for Washington Center or the Leased Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

#### **XVI. TAXES.**

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

#### **XVII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.**

No smoking, tobacco, or alcohol use is allowed on the Leased Premises.

#### **XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.**

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Leased Premises by Tenant.

2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for attorney's fees.

3. Tenant may terminate or suspend this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within thirty (30) days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

**XIX. ALTERATIONS AND IMPROVEMENTS.**

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Property Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. Tenant agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction, alteration or improvement.

**XX. GENERAL PROVISIONS.**

A. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the Manager shall ultimately determine the appropriate use of the City-owned portion of Washington Center and shall prevail in any disputes between user groups.

B. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

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

D. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. All previous lease agreements between the parties for any portion of the Washington Center are terminated.

E. Tenant agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

F. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and

be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below.

**CITY OF DULUTH**

**INDEPENDENT SCHOOL DISTRICT  
NO. 709**

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

Signed by:  
By: John Magas  
73299A5231F944A...

Printed Name: John Magas

Its: Superintendent

Attest: \_\_\_\_\_  
City Clerk

Date: 6/23/2025 | 13:42:12 CDT

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

# EXHIBIT A

## Washington Center Lease Agreement

ISD 709

ECFE = 2,450 SF

Duluth Head Start = 830 SF

YOUTH PROGRAM OFFICE  
100C

YOUTH PROGRAM OFFICE  
100A

YOUTH PROGRAM/  
ARTS & CRAFTS  
102

GYMNASIUM  
103

ACTIVITY ROOM  
104

STORAGE  
106C

12'-0" X 14'-6"  
174 SF

KITCHEN  
106A

CONFERENCE ROOM  
106

POOL  
107B

STORAGE  
107A  
12'-0" X 24'-9"  
297 SF

OFFICE  
108

CLASSROOM  
110  
840 SF  
ECFE

CLASSROOM  
112  
830 SF  
HEAD START

CLASSROOM  
114  
800 SF  
ECFE

CLASSROOM  
116  
810 SF  
ECFE

585

## City of Duluth Incident/Injury Report

**Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).**

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
			Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
---	--

Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Date employer notified of injury: _____	Date employer notified of lost time: _____
First date of any lost time: _____	Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Describe the nature of the illness or injury. Be specific. Include body parts affected.

Describe the activities when injury occurred with details of how it happened.

What tools, equipment, machines, objects and/or substances were involved?

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	

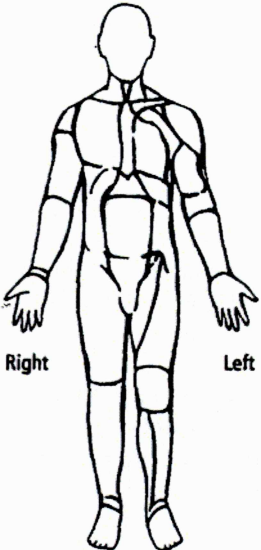
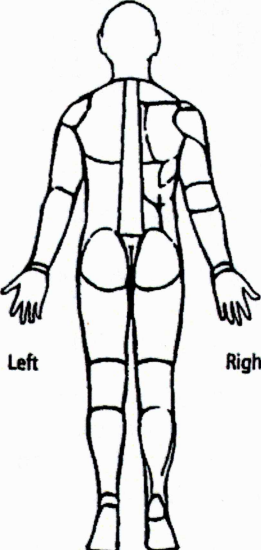
Names and phone numbers of witnesses:

Incident was a result of:  safety violation  machine malfunction  product defect  motor vehicle accident  N/A

Supervisor comments:

What actions have been taken to prevent recurrence?

## City of Duluth Incident/Injury Report

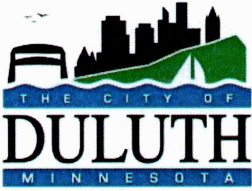
<p><b>CAUSE</b></p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><b>TYPE OF INJURY</b></p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;"><b>MARK AREAS OF INJURY BELOW:</b></p> <p style="text-align: center;">Areas can be marked by typing an "X" in the text box wherever needed</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p><b>Front</b></p>  </div> <div style="text-align: center;"> <p><b>Back</b></p>  </div> </div>
---	--

COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE				
<p><b>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.</b>                  Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>				
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____		
<b>City vehicle, property, or equipment involved</b>	Description: _____			
	Vehicle #: _____	Make/Model: _____	Year: _____	
	Describe damage: _____			
<b>Non-city vehicle, property, or equipment involved</b>	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other	
	Owner address: _____			
	Owner phone number: _____		Vehicle license #: _____	
	Make/Model: _____		Color: _____ Year: _____	
	Describe damage: _____			
<p><b>Weather conditions:</b></p> <p><input type="checkbox"/> Clear <input type="checkbox"/> Wind</p> <p><input type="checkbox"/> Rain <input type="checkbox"/> Cloudy</p> <p><input type="checkbox"/> Fog <input type="checkbox"/> Sleet</p> <p><input type="checkbox"/> Snow</p>		<p><b>Roadway conditions:</b></p> <p><input type="checkbox"/> Dry <input type="checkbox"/> Mud</p> <p><input type="checkbox"/> Wet <input type="checkbox"/> Paved</p> <p><input type="checkbox"/> Snow <input type="checkbox"/> Unpaved</p> <p><input type="checkbox"/> Ice</p>		
<p><b>Light conditions:</b></p> <p><input type="checkbox"/> Night</p> <p><input type="checkbox"/> Day</p> <p><input type="checkbox"/> Good</p> <p><input type="checkbox"/> Poor</p>		<p>Approximate temperature: _____ °F</p> <p>Estimated speed: _____ mph</p> <p>Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty</p> <p>What was load: _____</p> <p>Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>		

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to [accidentreporting@duluthmn.gov](mailto:accidentreporting@duluthmn.gov).

Supervisor Signature:	Signed by: <u>John Magas</u> _____ <small>73299A5231F944A...</small>	Date: _____
Employee Signature:	<u>John Magas</u> _____ <small>73299A5231F944A...</small>	Date: _____

# EXHIBIT C



## Parks & Recreation

Ground Floor  
411 West First Street  
Duluth, Minnesota 55802

☎ 218-730-4300

✉ parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
  - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
  - a. Conduct an internal review to evaluate project proposals.
  - b. Use general criteria included with the Project Proposal Application Form for reference.
  - c. Consult across departments/divisions as appropriate.
  - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
  - e. Provide notice of Project Proposal status as approved or denied.
    - i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

Jessica Peterson  
Parks and Recreation Manager



## PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: [projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov).

### APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application

Name

Organization

Email

Phone

Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)

Proposed Project Name

Proposed Project Location

### PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

- 1. Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
- 2. Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
- 3. Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

**4. Describe the approximate cost to complete the project and the funding sources.** Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

**5. Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space?** How have you communicated the proposed project to them?

**6. Does the project require any specific permitting?** If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

**7. Long-term maintenance.** If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

**For Temporary Art Installations:**

**8. Describe the envisioned timeline and duration of the installation.** Dates, length of time, etc. from installation to removal.

**9. Does the project have a designated point of contact** to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

**10. If an event is intended to coincide with the installation,** have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

**Additional Information:**

**FOR OFFICE USE ONLY**

**The following criteria will be used to evaluate project proposals:**

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility  
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	<b><u>Y</u></b>	<b><u>N</u></b>	<b><u>N/A</u></b>
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected? a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

**CITY OF DULUTH**  
**PARKS AND RECREATION**  
**411 WEST FIRST STREET DULUTH, MN 55802**  
[projectproposal@duluthmn.gov](mailto:projectproposal@duluthmn.gov)  
**(218) 730-4300**

May 29, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Carter Nathaniel Sundberg</b>	<b>Duluth Public Schools</b>	<b>5/29/2025</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

June 23, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Cale Lewis	Duluth Public Schools	5/29/2025
Maya Larson	Duluth Public Schools	6/2/2025

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

June 23, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Whispers-in-the-Wind RedBrook</b>	<b>Duluth Public Schools</b>	<b>6/2/2025</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

June 5, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Xavier Culpepper	Duluth Public Schools	6/5/2025

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

## **SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 (“School District”) and the CITY OF DULUTH (“City”).

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### **ARTICLE I SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES**

1.1 For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.2 The SRO will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.3 The duties of the school resource officer include the following:

- a. The duties described in the job description attached as Exhibit A;
- b. Fostering a positive school climate through relationship building and open communication;
- c. Protecting students, staff, and visitors to the school grounds or at school-sponsored events or activities;
- d. Deterring all forms of criminal activity on school property and at school-sponsored events and activities;
- e. Serving as a liaison from law enforcement to school officials;
- f. Providing advice on safety drills;

- g. Identifying and advising on security vulnerabilities in school facilities and safety protocols;
- h. Educating and advising students and staff on law enforcement topics; and
- i. Enforcing criminal laws;

**ARTICLE II**  
**FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

2.1 The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2025-2026 school year and will continue through the end of the 2027-2028 school year, terminating on June 30, 2028. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual written consent of the parties.

2.2 During the term of this Agreement, SROs shall be made available to the following School District schools on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year: Denfeld High School, East High School, Lincoln Park Middle School and Ordean East Middle School. In the event of an individual absence of an SRO at a specific school site, backup SRO officers from other buildings will be utilized as mutually agreed upon by Duluth Police Department and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.3 The School District agrees to pay the City for a total of four (4) SROs and a Community Policing Sergeant in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

- a. 2025-2028 School Resource Officer, 3-year contract:
  - i. Year 2025-2026: 7% increase from previous year, rate per officer is \$84,834.00 and \$339,336.00 total reimbursement for all four sites;
  - ii. Year 2026-2027: 4.5% increase from previous year, rate per officer is \$88,651.00 and \$354,606.00 total reimbursement for all four sites;
  - iii. Year 2027-2028: 5% increase over previous year, rate per officer is \$93,084.00 and \$372,336.00 total reimbursement for all four sites.
- b. 2025-2028 Community Policing Sergeant, 3-year contract: Community Policing Sergeant is responsible for daily oversight of the SRO program, regular meetings with school administration and community stakeholders, and participation in an annual program evaluation.

- i. Year 2025-2026: 3% of salary, but not more than \$3,443.00 total reimbursement;
- ii. Year 2026-2027: 3% of salary, but not more than \$3,598.00 total reimbursement;
- iii. Year 2027-2028: 3% of salary, but not more than \$3,777.00 total reimbursement.

2.4 Fifty (50) percent of the total amount to be paid during any school year is due and owing on September 1<sup>st</sup> of each year; and

2.5 Fifty (50) percent of the total amount to be paid during any school year is due and owing on February 15<sup>th</sup> of each year.

2.6 The City agrees to provide an invoice for payments specified in this Article. All payments received under this Article shall be deposited in City Fund Number 110-160-1610-4261.

### **ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT**

3.1 School District shall be responsible for the following:

- a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff, and student body;
- b. Provide a private office, desk, and telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis;
- c. Require its principals to coordinate the efforts of the school resource officer within the schools;
- d. Ensure that SROs are informed of School District resources available for de-escalation of conflicts, such as specialized crisis teams and mediation opportunities, through administrative leadership and by serving as members of site crisis teams;
- e. Provide time and opportunities for SRO interaction at the elementary level;
- f. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule;
- g. Provide opportunities for educational-specific training that would benefit the SRO in a school setting; and
- h. Participate in an advisory capacity in the interview and selection of new SROs. .

### **ARTICLE IV RESPONSIBILITY OF CITY**

- 4.1 The City shall be responsible for the following:
- a. Provide school resource officers to the School District at the middle and secondary schools identified in Article II above;
  - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee;
  - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions;
  - d. Provide training and education within the scope of the Police Department of the City;
  - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five (5) consecutive days;
  - f. Collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs;
  - g. Undertake reasonable efforts to assign SROs who are acceptable to the School District;
  - h. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course;
  - i. Conduct, or have conducted, a criminal background check on all SROs who provide any service pursuant to this Agreement; and
  - j. If an SRO separates from employment, City will fill the vacant position with a qualified candidate as soon as possible..

**ARTICLE V**  
**JOINT RESPONSIBILITIES**

- 5.1 The City and the School District shall both be responsible for the following:
- a. Notify the public of the presence of School Resource Officers in the four schools through the School District website and through the respective communications officers each fall, utilizing channels such as social media and parent notification tools, or as otherwise designated by the District.
  - b. Conduct yearly performance evaluations of the SROs with input from school administrators

- c. Annual evaluation of the SRO program.
- d. SROs will have a flexible schedule during the school day to attend after-school events;
- e. Establish process between school administrator and the police department to address concerns and complains;
- f. Each SRO will follow the uniform policy as approved by Duluth Police Administration and Duluth Police Union LELS 538, unless otherwise approved by their direct supervisor.
- g. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

**ARTICLE VI  
DATA PRACTICES**

6.1 All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless a statutory exception applies, the School District may not disclose private educational data to an SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District’s responsibilities under FERPA.

**ARTICLE VII  
INDEMNITY**

7.1 Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives . To the extent permitted by law, each party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Party’s employees or agents. Each party’s liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing in this Agreement may be deemed to constitute a

waiver of those limits. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 Relationship of the Parties. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the MDGPA, each party is considered to be an independent contractor relative to the other party.

8.2 SRO Employment Status. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

8.3 Prohibited Actions. In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of a minor investigation; (b) the crime has occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a peace officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.

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

8.5 Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by a written instrument signed by the parties.

8.6 Choice of Law and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County.

8.7 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

8.8 Waiver and Enforcement. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

8.9 Equal Drafting. In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.

8.10 Notices. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To City Attorney:  
City of Duluth  
Room 402 City Hall  
411 West First Street  
Duluth, MN 55802

With copy to:  
City of Duluth  
Duluth Police Department  
[Address]  
Duluth, MN [ZIP]

To School District:  
ISD 709  
Director of Business Services  
709 Portia Johnson Drive  
Duluth, MN 55811

8.11 Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

8.12 Entire Agreement. This Agreement, along with any attached exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO. 709

By: \_\_\_\_\_  
Mayor (City Administrator as per  
delegated authority)

By \_\_\_\_\_  
Chairperson

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
Clerk

DATE: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney



# EXHIBIT A

## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

#### SCHOOL RESOURCE OFFICER

#### I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

#### II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

#### III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

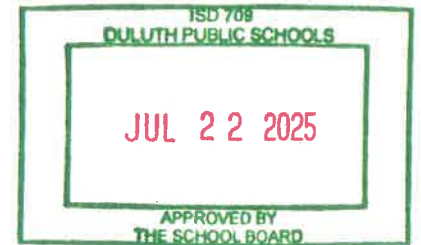
- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.

ISD  
607  
709

# Duluth Public Schools

FY 2027



## LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

JULY 22, 2025



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

## Fiscal Year (FY) 2027 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-011  
Due: July 31, 2025

**General Information:** Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2024, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2025. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

### Identification Information

Name of District, Intermediate/Cooperative/Joint Powers Duluth Public Schools	District Number and Type: 709	Date Submitted: 07/22/2025
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### Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2024, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2027 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2024, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2027 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2024, section 123B.595, subd. 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2024, section 123B.595, subd. 11. **Effective FY 2025 and if applicable, provisions for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).**
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2024]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2024]). **The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.**

### Certification of Statement of Assurances

Signature – <b>Must be signed</b> by Superintendent or Cooperative Unit Director 	Name – Superintendent or Cooperative Director (Please print) John Magas	Date: 7.22.25
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**RESOLUTION**  
**FY 2027 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2027 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

A handwritten signature in black ink, appearing to read "K. G. Lee", written over a horizontal line.

School Board Chair

A handwritten signature in black ink, appearing to read "Sarah Mickell", written over a horizontal line.

School Board Clerk

# **LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN**

## **FY 2027 APPROVAL YEAR**

**Presented to the Duluth School Board**

**July 22, 2025**

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

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

# CONTENTS

## Administrative Summary

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

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

ISD  
607  
709

# Duluth Public Schools

FY 2027

LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN

JULY 22, 2025  
\*SECTION 1\*

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**  
**PROJECTS BY YEAR**  
**JULY 1, 2024 TO JUNE 30, 2035**  
**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 22, 2025**

**BUDGET YEAR - ACTUAL FY24 AS OF JUNE 12, 2025 (INCLUDED FOR REFERENCE)**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2022 (PAY 2023)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$197,965
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$305,870
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$503,835</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)</b>	<b>\$2,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,497,293
DISTRICT WIDE	LTFM Compliant In District Maintenance/ Repairs - T&M	\$3,342
DISTRICT WIDE	District Wide Deferred Interior Painting	\$364
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$1,500,999</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,700,000</b>
	<b>TOTAL FY24 LTFM EXPENDITURES</b>	<b>\$2,004,834</b>

**BUDGET YEAR FY25**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2023 (PAY 2024)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health & Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
LINCOLN PARK	Restroom Floors Refinished	\$32,775
LESTER PARK	Fencing on Playground	\$11,660
HEMLOCK	Restroom Floors Refinished	\$3,250
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,022,685</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY25 LTFM EXPENDITURES</b>	<b>\$2,422,685</b>

**BUDGET YEAR FY26**

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

**BUDGET YEAR \*\*FY27 CURRENT BOARD APPROVAL YEAR\*\***

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

**BUDGET YEAR FY28**

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

**BUDGET YEAR FY29**

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

**BUDGET YEAR FY30**

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

**BUDGET YEAR FY31**

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

**BUDGET YEAR FY32**

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

**BUDGET YEAR FY33**

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

**BUDGET YEAR FY34**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2032 (PAY 2033)	\$400,000
DISTRICT WIDE	Health & Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2032 (PAY 2033)	\$1,975,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$1,975,000
	LTFM TOTAL LEVY	\$2,375,000
	LTFM FY34 LTFM EXPENDITURES	\$2,375,000

**BUDGET YEAR FY35**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2033 (PAY 2034)	\$400,000
DISTRICT WIDE	Health & Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2033 (PAY 2034)	\$1,975,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM Compliant In District Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$1,975,000
	LTFM TOTAL LEVY	\$2,375,000
	LTFM FY35 LTFM EXPENDITURES	\$2,375,000

TOTAL HEALTH & SAFETY EXPENDITURES FY24-FY35	4,903,835.00
TOTAL LTFM DEFERRED MAINTENANCE EXPENDITURES FY24-FY35	23,273,684.00
TOTAL LTFM EXPENDITURES FY24-FY35	28,177,519.00

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# Duluth Public Schools

FY 2027

LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN

JULY 22, 2025

\*SECTION 2\*

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**  
**PROJECTS BY SITE**  
**JULY 1, 2024 TO JUNE 30, 2035**  
**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 22, 2025**

**DENFELD HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Terrazzo Floor Repair	\$52,000
	<b>FY26 TOTAL</b>	<b>\$52,000</b>
	<b>10 YR TOTAL</b>	<b>\$52,000</b>

**DISTRICT WIDE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY25	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY25 TOTAL</b>	<b>\$2,375,000</b>
FY26	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY26 TOTAL</b>	<b>\$2,375,000</b>
FY27	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY27 TOTAL</b>	<b>\$2,375,000</b>
FY28	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY28 TOTAL</b>	<b>\$2,375,000</b>
FY29	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY29 TOTAL</b>	<b>\$2,375,000</b>
FY30	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY30 TOTAL</b>	<b>\$2,375,000</b>

FY31	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY31 TOTAL</b>	<b>\$2,375,000</b>
FY32	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY32 TOTAL</b>	<b>\$2,375,000</b>
FY33	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY33 TOTAL</b>	<b>\$2,375,000</b>
FY34	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY34 TOTAL</b>	<b>\$2,375,000</b>
FY35	Health & Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM Compliant Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY35 TOTAL</b>	<b>\$2,375,000</b>
	<b>10 YR TOTAL</b>	<b>\$26,125,000</b>

#### EAST HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Front Entryway	\$32,357
FY26	Parking Lot	\$418,900
	<b>FY26 TOTAL</b>	<b>\$451,257</b>
	<b>10 YR TOTAL</b>	<b>\$451,257</b>

#### LINCOLN PARK MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Restroom Floors Refinished	\$32,775
	<b>FY26 TOTAL</b>	<b>\$32,775</b>
	<b>10 YR TOTAL</b>	<b>\$32,775</b>

**LOWELL ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Exterior Windows	\$135,100
FY26	Siding & Construction	\$765,710
	<b>FY26 TOTAL</b>	<b>\$900,810</b>
	<b>10 YR TOTAL</b>	<b>\$900,810</b>

**LESTER PARK ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Basement Flooring	\$30,177
	<b>FY26 TOTAL</b>	<b>\$30,177</b>
	<b>10 YR TOTAL</b>	<b>\$30,177</b>

**MYERS-WILKINS ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Chiller Installation	\$200,000
FY26	Flooring	\$10,857
	<b>FY26 TOTAL</b>	<b>\$210,857</b>
	<b>10 YR TOTAL</b>	<b>\$210,857</b>

**LAURA MACARTHUR ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Flooring	\$42,500
	<b>FY26 TOTAL</b>	<b>\$42,500</b>
	<b>10 YR TOTAL</b>	<b>\$42,500</b>


**STOWE ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Flooring	\$898,217
	<b>FY26 TOTAL</b>	<b>\$898,217</b>
	<b>10 YR TOTAL</b>	<b>\$898,217</b>

**HOMECROFT ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY26	Restroom Floors Refinished	\$3,250
	<b>FY26 TOTAL</b>	<b>\$3,250</b>
	<b>10 YR TOTAL</b>	<b>\$3,250</b>

**TOTAL 10 YR LTFM PROJECT EXPENDITURES \$28,746,843**

 Division of School Finance 410 NE Skyway Blvd Minneapolis, MN 55433		Long-Term Facility Maintenance Year-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only										ED - 02476-11
District Info. District Name: Duluth Public Schools District Number: 729 District Contact Name: Bryan Brown District Contact Phone #: 218-356-8907		Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2024, section 23B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.										
Director Info. Director Name: (REQUIRED) Enter Information Date: 7/22/2025 Email: (REQUIRED) Enter Information (bryan.brown@dlps.org)		Fiscal Year (FY) Ending June 30										
		2025 (fiscal year)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Expenditure Categories</b>												
<b>Health and Safety - this section applies to projects in Category 2 of \$100,000 or more for which additional revenue is requested for finance codes 358, 363 and 366.</b>												
Finance Code	Category (1)											
347	Physical Hazards	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802
349	Other Hazardous Materials	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
352	Environmental Health and Safety Management	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
358	Asbestos Removal and Encapsulation	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290
363	Fire Safety	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758
366	Indoor Air Quality	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150
	<b>Total Health and Safety Capital Projects - Category (1)</b>	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
<b>Health and Safety - Projects Costing \$100,000 or more per Project/Year - Additional Revenue</b>												
Finance Code	Category (1)											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Health and Safety Capital Projects \$100,000 or More - Category (2)</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124B.151</b>												
Finance Code	Category 3 (a)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. Total Remodeling for Approved Voluntary Pre-K Projects - Category 3 (a)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Remodeling for Gender-Neutral Single-User Restrooms</b>												
Finance Code	Category 3 (b)											
355	Remodeling for gender-neutral single user restroom per site. Total Remodeling for Gender-Neutral Single User Projects - Category 3(b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124B.151</b>												
Finance Code	Category 3 (a)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. Total Remodeling for Approved Voluntary Pre-K Projects - Category 3 (a)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Remodeling for Gender-Neutral Single-User Restrooms</b>												
Finance Code	Category 3 (b)											
355	Remodeling for gender-neutral single user restroom per site. Total Remodeling for Gender-Neutral Single User Projects - Category 3(b)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Accessibility</b>												
Finance Code	Category (4)											
367	Accessibility Total Accessibility Projects - Category (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Deferred Capital Expenditures and Maintenance Projects</b>												
Finance Code	Category (5)											
368	Building Envelope	\$500,000	\$2,000,000	\$3,187,300	\$0	\$1,250,000	\$1,500,000	\$1,200,000	\$0	\$0	\$0	\$0
369	Building Hardware and Equipment	\$100,000	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0
370	Electrical	\$0	\$5,000,000	\$4,058,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
373	Interior Surfaces	\$975,000	\$425,000	\$1,075,000	\$725,000	\$0	\$155,000	\$275,000	\$0	\$0	\$0	\$0
380	Mechanical Systems	\$0	\$4,000,000	\$4,848,400	\$4,848,400	\$0	\$0	\$275,000	\$0	\$0	\$0	\$275,000
381	Plumbing	\$0	\$400,000	\$465,300	\$0	\$0	\$0	\$340,000	\$0	\$0	\$0	\$340,000
382	Professional Services and Safety	\$1,900,000	\$1,900,000	\$1,900,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000
383	Special Systems (currently below \$100,000 impact) (No school closures start to receive additional revenue for \$100K or more roofing project)/Year - pending 2025 legislation	\$0	\$2,495,200	\$4,000,000	\$4,845,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0
384	Site Projects	\$1,175,000	\$600,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Deferred Capital Expenditures and Maintenance Projects - Category (5)</b>	\$4,250,000	\$16,820,200	\$18,986,400	\$11,716,600	\$4,075,000	\$3,725,000	\$3,605,000	\$2,715,000	\$2,715,000	\$2,715,000	\$2,715,000
<b>Deferred Capital Expenditures for Roofing Projects - Additional Revenue for \$100,000 or more project/site/year</b>												
Finance Code	Category (6)											
385	Roofing Systems-pending 2025 legislation and if passed effective FY 2027 Total Deferred Capital Expenditures and Maintenance - Category (6)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Annual 10-Year Plan Expenditures</b>	\$4,650,000	\$17,220,200	\$19,386,400	\$12,618,600	\$4,075,000	\$4,155,000	\$4,005,000	\$3,115,000	\$3,115,000	\$3,115,000	\$3,115,000
<b>Fund Balance Section</b>												
<b>FY 25 and 26 Revenue Projection</b>												
<b>Model Revenue</b>												
	Beginning Fund Balance 01-467-XX	\$1,553,883	-\$2,213,370	-\$4,213,370	-\$5,588,370	-\$6,653,370	-\$8,228,370	-\$10,283,370	-\$11,758,370	-\$12,833,370	-\$13,908,370	-\$15,008,370
	LTFM Fiscal Year Revenue - Levy	\$1,696,038	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000	\$2,300,000
	LTFM Fiscal Year Revenue - AOS if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue - Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Deduction for applicable Cooperative/Memorable Member District Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$4,650,000	\$3,325,000	\$3,675,000	\$3,865,000	\$4,075,000	\$4,155,000	\$4,005,000	\$3,075,000	\$3,115,000	\$3,115,000	\$3,115,000
	LTFM Transfer OUT if applicable - Special Legislation	-\$1,211,584	-\$4,213,370	-\$5,348,370	-\$6,653,370	-\$8,228,370	-\$10,283,370	-\$11,758,370	-\$12,833,370	-\$13,908,370	-\$15,008,370	-\$16,108,370
	<b>Ending Fiscal Year Fund Balance 01-467-XX</b>	\$6,846,377	\$3,632,607	\$3,419,237	\$3,205,867	\$2,992,497	\$2,779,127	\$2,565,757	\$2,352,387	\$2,139,017	\$1,925,647	\$1,712,277
<b>Fund 01</b>												
	Beginning Fund Balance 06-467-XX	\$6,846,377	\$3,632,607	\$3,419,237	\$3,205,867	\$2,992,497	\$2,779,127	\$2,565,757	\$2,352,387	\$2,139,017	\$1,925,647	\$1,712,277
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Ending Fiscal Year Fund Balance 06-467-XX</b>	\$6,846,377	\$3,632,607	\$3,419,237	\$3,205,867	\$2,992,497	\$2,779,127	\$2,565,757	\$2,352,387	\$2,139,017	\$1,925,647	\$1,712,277
<b>Fund 06</b>												
	Beginning Fund Balance 06-467-XX	\$6,846,377	\$3,632,607	\$3,419,237	\$3,205,867	\$2,992,497	\$2,779,127	\$2,565,757	\$2,352,387	\$2,139,017	\$1,925,647	\$1,712,277
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Ending Fiscal Year Fund Balance 06-467-XX</b>	\$6,846,377	\$3,632,607	\$3,419,237	\$3,205,867	\$2,992,497	\$2,779,127	\$2,565,757	\$2,352,387	\$2,139,017	\$1,925,647	\$1,712,277

**FY 27 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection**

Revised 6/10/2025

**709** <= Type in School District Number

**DULUTH PUBLIC SCHOOL DISTRICT**

Calculations for Ten Year Projection

1 Type your district number in cell A2 (Minneapolis = 1.2)

2 Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b  
 3 Type debt excess, intermediates/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33  
 4 Look-up data from following tabs

Pay 26 LLC #	Change only if requiring levy adjustments	Payable 2025 LLC Certification FY 2026	Current Estimate FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
57		8,825.80	8,886.17	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62
6a	Initial Formula Revenue											
6b	Current year APU											
7	Total Adjusted Pupil Units = (6) + (6a)											
8	District average building age (uncapped)											
9	Formula allowance	41.63	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62	8,886.62
10	Building age ratio = (Lesser of 1 or (7) / 35)	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
11	Initial revenue = (6) * (8) * (9)	\$ 3,353,804	\$ 3,357,743	\$ 3,376,917	\$ 3,376,917	\$ 3,376,917	\$ 3,376,917	\$ 3,376,917	\$ 3,376,917	\$ 3,376,917	\$ 3,376,917	\$ 3,376,917
12	Added revenue for Eligible H&S Projects > \$100,000 / site											
13	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess											
14	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)											
15	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)											
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA bonds" tab											
16b	New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue											
16r	New debt service for LTFM bonds for eligible new roofing projects > \$100,000 / site		beginning FY27									
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b) + (16r)											
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site (corresponds to Category 2 on the Expenditures spreadsheet)											
18r	Pay as you go revenue for eligible new roofing projects > \$100,000 / site (corresponds to Category 6 on the Expenditures spreadsheet)											
19	Total additional revenue for eligible projects > \$100,000 / site (12) - (13) + (14) - (15) + (16a) + (16b) + (16r) + (18) + (18r)											
20a	Added revenue for Pre-K remodeling (for VPK approvals only)											
20b	Net debt service for bonds approved for Pre-K remodeling											
20c	Pay as you go for projects approved for Pre-K remodeling											
20d	Total Pre-K revenue											
20d	Total New Law Revenue (10) + (19) + (20c)		3,357,743	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917

**FY 27 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection** Revised 6/10/2025

709 <= Type In School District Number	Payable 2025 LLC Certification	Change only if requiring levy adjustments	FY 2026 - FY 2035									
			FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
<b>Calculations for Ten Year Projection</b>												
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2027) (corresponds to Category 1 on the Expenditures spreadsheet)		400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
22	Old formula alt facilities debt revenue (1A) - gross before debt excess		400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
23	Debt Excess allocated to line 22											
24	Old formula alt facilities debt revenue (1A) - debt excess		5,553,503	5,553,438	5,553,503	5,553,503	5,553,503	5,553,503	5,553,503	5,553,503	5,553,503	5,553,503
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)											
26	Old formula alt facilities pay as you go revenue (1A)		1,900,000	1,900,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000	2,100,000
26b	Pay-as-you-go revenue for projects over \$100,000 per site											
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2027)											
27a	LTFM "5-100K per site" bonds											
27b	LTFM "other" bonds for IA hold harmless		2,190,195				1,989,750					
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (564 / formula allowance))		8,150,470	7,858,438	8,053,503	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)		8,140,176	7,858,438	8,053,503	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750
30	Total LTFM Revenue for Individual District Projects = Greater of (20b) or (29) + (20c)		8,140,176	7,858,438	8,053,503	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number											
32	District LTFM Revenue (30) - (31)		8,140,176	7,858,438	8,053,503	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)											
34	Grand Total LTFM Revenue (32) + (33)		8,140,176	7,858,438	8,053,503	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750	4,489,750
<b>Aid and Levy Shares of Total Revenue</b>												
35	For ANTC & APU, three year prior date		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
36	Three year prior Ag Modified ANTC		141,214,674	144,717,489	150,506,189	156,526,437	162,787,494	169,298,954	176,070,954	183,113,792	190,438,343	198,055,877
37	Three year prior Adjusted PU (New Weights)		8,892,09	9,006,04	8,833,20	8,836,17	8,886,62	8,886,62	8,886,62	8,886,62	8,886,62	8,886,62
38	ANTC / APU = (36) / (37)		15,880,93	16,068,94	17,038,69	17,714,29	19,318,26	19,050,99	19,813,03	20,605,55	21,429,78	22,286,97
39	State average ANTC / APU with ag value adjustment		13,579,10	13,765,66	14,420,42	15,209,99	15,818,00	16,451,00	17,109,00	17,795,00	18,505,00	19,245,00
40	Equalizing Factor = 1.22% of (39)		16,702,29	17,275,90	18,313,93	19,316,69	20,088,86	20,892,77	21,738,43	22,597,11	23,501,35	24,441,15
41	Total (levy) share of Equalized Revenue (less of 1 or (38) / (40))		95,08%	93,01%	93,04%	91,19%	91,19%	91,19%	91,19%	91,19%	91,19%	91,19%
42	State (aid) share of Equalized Revenue (1 - (41))		4,92%	6,99%	6,96%	8,30%	8,81%	8,82%	8,82%	8,81%	8,81%	8,81%
43	Equalized Revenue (less of (34) or (6) * (8))		3,353,804	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917
44	Initial LTFM State Aid (42) * (43)		164,913	235,924	235,142	280,129	297,689	297,681	297,619	297,633	297,665	297,665
45	Old formula Grandfathered Alternative Facilities Aid		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)		7,863,113	7,081,374	7,276,439	3,712,686	3,712,686	3,712,686	3,712,686	3,712,686	3,712,686	3,712,686
48	Debt Service Portion of Revenue (non-grandfather districts *)											
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)		7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest) * 1.05 from "FM Other Bonds" tab		5,560,275	5,558,438	5,553,503							
50b	New LTFM bonds excluding bonds on line 17 (principal + interest) * 1.05		2,190,195			1,989,750						
51	Total Debt Service Revenue = (49) + (50) + (50b)		7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470	7,750,470
52	Equalized debt Service Revenue (less of (43) or (51))		3,357,743	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917	3,376,917
43b	Debt Service Aid = (52) * (42)		165,120	235,924	235,142	280,129	297,689	297,681	297,619	297,633	297,665	297,665
54	Equalized Debt Service Levy = (52) - (53)		3,192,623	3,140,993	3,141,775	1,824,652	1,819,164	1,819,164	1,819,164	1,819,164	1,819,164	1,819,164
55	Unequalized Debt Service Revenue and Levy (Greater of zero or (51) - (50))		4,392,727	2,181,521	2,176,586							
56	General Fund Portion of Revenue (non-grandfather districts *)											



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Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service  
Estimated Desk Rates as of 6/25/25 + 25bps or 0.25%  
\*\*\*PRELIMINARY\*\*\***

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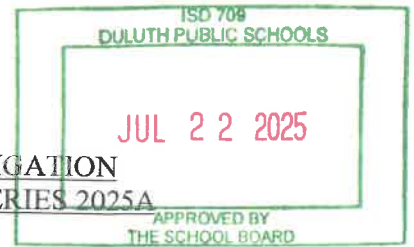
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**BOND DEBT SERVICE**

Independent School District No. 709 (Duluth), Minnesota  
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A  
\$38.6MM G.O. Facilities Maintenance Bonds - Phase 1  
Assumes: Callable 2/1/33 or any date thereafter at the Accreted Value  
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service  
Estimated Desk Rates as of 6/25/25 + 25bps or 0.25%  
\*\*\*PRELIMINARY\*\*\*

Dated Date            10/01/2025  
Delivery Date        10/01/2025

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service
02/01/2029	1,641,088.95	4.362361%		253,911.05	1,895,000
02/01/2030	1,575,936.00	4.362361%		324,064.00	1,900,000
02/01/2031	10,883,280.00	4.362361%		2,816,720.00	13,700,000
02/01/2032	10,423,645.00	4.362361%		3,276,355.00	13,700,000
02/01/2033	9,983,327.00	4.362361%		3,716,673.00	13,700,000
02/01/2034	4,152,683.50	4.362361%		1,797,316.50	5,950,000
	38,659,960.45		0	12,185,039.55	50,845,000



RESOLUTION REGARDING THE ISSUANCE OF GENERAL OBLIGATION  
CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS, SERIES 2025A

BE IT RESOLVED, by the School Board (the “Board”) of Independent School District No. 709 (Duluth), located in St. Louis County, Minnesota (the “District”), as follows:

Section 1. Authority. Under and pursuant to the authority contained in Minnesota Statutes, Section 123B.595 (the “Act”), and Minnesota Statutes, Chapter 475, the District is authorized to issue general obligation bonds to provide funds to finance repairs and replacements contained in the District’s ten-year facility plan (the “Plan”) under the Act. The Board hereby approves the Plan on file with the Board. District staff and officials are authorized and directed to submit to the Commissioner of Education such additional information as may be necessary to secure approval of the Commissioner of Education for the Plan and the issuance of the Bonds, as hereinafter described, as required by the Act. The Plan approved by the Board is incorporated in the resolution as though fully specified herein.

Section 2. The Bonds. The Board hereby determines that it is necessary, expedient and in the best educational interest of the District’s pupils and residents that the District issue, sell and deliver its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the “Bonds”), in the maximum principal amount of \$38,665,000, pursuant to Minnesota Statutes, Section 123B.595, and Chapter 475, for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to:

- Building Envelope
- Electrical
- Mechanical Systems
- Plumbing
- Roof Systems

as described in the Plan and (ii) pay costs associated with issuance of the Bonds (the “Project”).

Section 3. Sale of the Bonds.

3.01 The District’s administrative staff is hereby authorized and directed to work with Robert W. Baird & Co. Incorporated (“Baird”), as underwriter for the Bonds. Baird will purchase the Bonds in an arms-length commercial transaction with the District. Fryberger, Buchanan, Smith & Frederick, P.A. will serve as bond counsel to arrange for the sale of the Bonds.

3.02 Subject to receipt of approval of the Plan and the issuance of the Bonds from the Commissioner of Education, any officer of the District and the Superintendent or Executive Director of Business Services and Finance Manager (the “Pricing Committee”), are hereby authorized to approve the sale of the Bonds and to execute a bond purchase agreement for the purchase of the Bonds with Baird, provided the principal amount of the Bonds does not exceed \$38,665,000 and the TIC does not exceed 4.75% on the Bonds.

3.03 Upon approval of the sale of the Bonds by the Pricing Committee, the Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

3.04 Baird is authorized to prepare and distribute an Official Statement related to the sale of the Bonds.

3.05 If the Pricing Committee has not approved the sale of the Bonds to Baird and executed the related bond purchase agreement by December 31, 2025, this resolution shall expire.

Section 4. Repayment of Bonds. The form, specifications and provisions for repayment of the Bonds shall be set forth in a subsequent resolution of the Board (the "Resolution").

Section 5. Minnesota School District Credit Enhancement Program.

5.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the bond registrar and paying agent for the Bonds to be designated in the Resolution or any successor paying agent (the "Bond Registrar") three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

5.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk, Superintendent or Executive Director of Business Services is authorized to execute any applicable Minnesota Department of Education forms.

Section 6. Notice of Intent to Issue Bonds. Pursuant to the requirements of the Act, the Executive Director of Business Services shall cause the publication in the official newspaper of the District a notice of intent to issue the Bonds for the Project.

Section 7. Declaration of Official Intent. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The District reasonably expects to construct all or a portion of the Project prior to the issuance of the Bonds and to reimburse expenditures incurred with respect to such Project with the proceeds of the Bonds.

Adopted this 22<sup>nd</sup> day of July, 2025.

Motion made by Member Derrick Eder, seconded by Member Sadowni, to approve Resolution # B-7-25-4108, as presented. Upon a vote taken, the same was approved as follows:

Yeah: 7

Nay: 0

Sarah Kesell  
Clerk

D Eder  
Chair

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**RESOLUTION**

**FY26 Commercial Insurance Renewal**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2026 Commercial Insurance Renewal, is approved.

## Business Insurance Proposal

# ISD #709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

Presented By: Bob St. Arnold

Presented On: 06/27/2025

Policy Term: 08/01/2025 to 08/01/2026

Proposal Expires On: 08/01/2025

## Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2024-2025 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2025-2026 PROPOSED RENEWAL PREMIUMS	2025-2026 OPTION 2 CYBER
Package	Liberty Mutual		Liberty Mutual		
Property & Inland Marine		\$409,427		\$456,844	\$456,844
Crime		\$4,287	Hanover	\$3,205	\$3,205
General Liability		\$94,250		\$118,214	\$118,214
School Leaders E&O		\$140,791		\$154,806	\$154,806
Law Enforcement Legal Liability		\$1,500		\$1,500	\$1,500
Automobile	Liberty Mutual	\$88,187	Liberty Mutual	\$88,528	\$88,528
Workers' Compensation	Dakota Truck	\$121,796	Dakota Truck	\$150,199	\$150,199
Agency Fee – WC	MMA	\$25,000		\$25,000	\$25,000
Umbrella	Liberty Mutual	\$31,632	Liberty Mutual	\$33,593	\$33,593
Cyber	TMHCC	\$37,564.26 <i>Includes SLT/Fees</i>	TMHCC	\$33,838.34 <i>Includes SLT/Fees</i>	\$38,871.84 <i>Includes SLT/Fees</i>
Terrorism		<u>Rejected</u>		<u>Rejected</u>	<u>Rejected</u>
<b>Total Estimated Annual Premium:</b>		<b>\$954,434.26</b>		<b>\$1,065,727.34</b>	<b>\$1,070,760.84</b>

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

## Network Security & Privacy Liability

<b>INSURED:</b>	ISD #709 Duluth Public Schools
<b>INSURER:</b>	<i>Houston Casualty Company (TMHCC) (Non-Admitted)</i>
<b>AM BEST RATING:</b>	A++ XV ( <i>Superior</i> )
<b>POLICY FORM:</b>	NetGuard Policy <u>NGP 1000 (4.2020)</u>
<b>POLICY TERM:</b>	August 1, 2025 to August 1, 2026

CLAIMS MADE COVERAGE	2024-2025 EXPIRING	2025-2026 OPTION 1	2025-2026 OPTION 2
<b>LIMITS:</b>			
Maximum Policy Aggregate	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
<b>Third Party Liability</b>			
Multimedia Liability Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Security and Privacy Liability Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Privacy Regulatory Defense and Penalties Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
PCI DSS Liability Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Bodily Injury Liability Coverage	\$ 250,000	\$ 250,000	\$ 250,000
Property Damage Liability Coverage	\$ 50,000	\$ 50,000	\$ 50,000
TCPA Defense Coverage	\$ 50,000	\$ 50,000	\$ 50,000
<b>First Party Insuring Agreements</b>			
Breach Event Costs Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Post Breach Remediation Costs Coverage	\$ 25,000	\$ 25,000	\$ 25,000
BrandGuard Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
System Failure Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Dependent System Failure Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Cyber Extortion Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
<i>Cyber Crime Coverage</i>			
Financial Fraud	\$ 250,000	\$ 250,000	\$ 500,000
Telecommunications and Utilities Fraud	\$ 250,000	\$ 250,000	\$ 500,000
Phishing Fraud Sublimits			
-Your Phishing Fraud Loss	\$ 250,000	\$ 250,000	\$ 500,000
-Client Phishing Fraud Loss	\$ 250,000	\$ 250,000	\$ 250,000
-Phishing Fraud Aggregate	\$ 250,000	\$ 250,000	\$ 250,000
Cyber Crime Aggregate	\$ 250,000	\$ 250,000	\$ 500,000
Bricking Loss Coverage	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Property Damage Loss Coverage	\$ 50,000	\$ 50,000	\$ 50,000
Reward Expenses Coverage	\$ 50,000	\$ 50,000	\$ 50,000
Court Attendance Costs Coverage	\$ 25,000	\$ 25,000	\$ 25,000
Additional Defense Costs Limit	N/A	N/A	N/A
Breach Event Costs Outside the Limit	Included	Included	Included

## Network Security & Privacy Liability (Continued)

<b>RETENTION:</b>			
System Failure Waiting Period	8 Hours	8 Hours	8 Hours
Dependent System Failure Waiting Period	12 Hours	12 Hours	12 Hours
BrandGuard Waiting Period	14 Days	14 Days	14 Days
All Others, Each Claim	\$ 25,000	\$ 25,000	\$ 25,000
<b>ANNUAL PREMIUM:</b>	<b>\$ 36,261.00</b>	<b>\$ 32,645</b>	<b>\$ 37,530</b>
Policy Fee	\$ 195	\$ 195	\$ 195
Surplus Lines Tax	\$ 1,093.68	\$ 985.20	\$ 1,131.75
Surplus Lines Fee	\$ 14.58	\$ 13.20	\$ 15.09
<b>TOTAL ANNUAL PREMIUM</b>	<b>\$ 37,564.26</b>	<b>\$ 33,838.34</b>	<b>\$ 38,871.84</b>

**RETROACTIVE DATE:** Full Prior Acts

**KNOWLEDGE DATE:** August 1, 2024

**TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:**

*(Per Expiring, Unless Noted)*

1. Amendment of Created or Acquired Subsidiaries Clause
  - Acquisition Threshold: 10%
2. Amendment of Other Insurance Provisions: Excess Insurance
3. Biometric Claims Sublimit
  - \$250,000 Each Biometric Claim/\$250,000 Aggregate
  - Deductible to Match Policy
  - Full Prior Acts
4. Dependent System Failure Non-IT Service Provider Sublimit: \$2,000,000 Per Claim & Aggregate
5. Nuclear Incident Exclusion
6. Policyholder Disclosure Notice of Terrorism Insurance Coverage
7. Service of Suit
8. War and Cyber Operation Exclusion
9. Cyber Crime Amendatory Undelivered Goods or Services – **NEW**
10. Cyber Extortion Amendatory: Pay on Behalf – **NEW**

**SUBJECT TO:**

- Written Request to Bind Coverage
- Signed Non-Admitted Carrier Acknowledgement Form
- Application signed within 45 days of Inception by CEO, COO, CFO, CTO, President, Owner, Executive members- Example: Vice President, General Managers/Operation Managers /Partners, Controller, General Counsel, Risk Manager, Principal, Treasurer, Director,

**PAYMENT TERMS:**

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

# Loss Control Services

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MMA Loss Control Services provided during the 24-25 Policy term:

## Safety Services 2024-2025:

- **Facility Safety Walkthrough** – Conducted a walkthrough of the DPS Transportation Building (711 Portia Johnson Dr.) and the Maintenance Building (713 Portia Johnson Dr.), focusing on machine guarding and OSHA compliance.
- **Respiratory Protection Training and Fit Testing** – Conducted respiratory protection training for three (3) facilities employees, emphasizing the importance of proper usage, storage, limitations, and other aspects of respiratory protection. This training was followed by a qualitative fit test to ensure that the respiratory protection equipment fits properly and safeguards employees from recognized hazards.
- **Noise Dosimetry** – Conducted a full day of noise sampling on three employees at Lowell Elementary School, including two Art Teachers and one First Grade teacher. Sampling utilized Svantek Personal Noise Dosimeters and was conducted throughout the entire teacher contract hours. The results and corrective action recommendations were compiled into an official report and submitted to Lexie Neff for review.
- **Indoor Air Quality (IAQ) Assessment** – Performed an air quality assessment at Duluth Denfeld High School in response to a grievance from a Physical Education teacher regarding a strong odor in the gymnasium. Lexie Neff, Christopher Stoffel, and I inspected the gymnasium storage closets, the Auto Shop that shares a wall with the gymnasium, the penthouse air handlers, and the rooftop fresh air intake and exhaust to address the concern. A report detailing my findings and recommendations was created and sent to Lexie Neff.
- **Wood / Respirable Dust Industrial Hygiene Sampling** – Conducted air sampling for respirable dust in the Industrial Technology and Construction classroom at Duluth East High School. Sampling was performed on one teacher during their student contact hours (8:50 AM – 2:37 PM) using personal air sampling pumps. The results and corrective action recommendations were compiled into an official report and sent to Lexie Neff for review and next steps.
- **Red Cross Adult First Aid / CPR / AED Certification** – One Red Cross Adult FA/CPR/AED Certification course has been conducted for ISD #709, with additional courses planned. Six employees from the District's Safety Committee received certification, which is valid for two years.
- **Lock Out Tag Out (LOTO) Safety Program Overhaul** – In collaboration with Lexie Neff, the District's LOTO safety program, training, and equipment-specific procedures are currently being updated. This project is ongoing.
- **Silica Safety Program Template** – A Silica Safety program template was provided to Lexie.

RAS Loss Control Services:

Wellness fair activity from 5/27/25:

1. RAS had information handout on End of School Year safety and Active participation with children
  - a. About 17 people actually took some of our handout materials including some from administration that planned to post the document and some from the teachers union.
  - b. More people took the "Play it Safe" information than the "End of School Year Safety"
  
2. We gave out hot/cold packs which were popular and provided a starting point for some discussion of personal first aid.
  - a. About 80 hot/cold packs were given away.
  
3. RAS conducted an informal survey with people who stopped by asking "Who would you talk to if you had Safety Questions or Concerns?"
  - a. Total of 138 people were talked to at the booth but some were not surveyed during the peak periods.
  - b. 116 people were verbally surveyed Highlights include
    - i. Safety Committee Member: NONE
    - ii. Safety Director/Lexie Neff: 9 primarily people in more administrative roles like nurse or office staff
    - iii. Unknown who to contact: 15
    - iv. Most chose Principal or Supervisor:

Who would you go to with Safety Questions or Concerns?

Safety Coordinator / Lexie Neff	16
Principal / Supervisor	55
Office Personnel	16
HR	5
Website	3
Building Engineer	4
Union	2
Don't know who	15
Safety Committee Member	0

# Workers' Compensation Renewal Exhibit

<b>Program</b>	<b>2024/2025 \$100,000 Deductible</b>	<b>2025/2026 \$100,000 Deductible</b>
Aggregate	\$440,000	\$440,000
Premium	\$106,096	\$131,699
Claim Handling Fee	\$ 12,700	\$ 15,500
Loss Control Fee	\$ 3,000	\$ 3,000
Agency Fee	\$ 25,000	\$ 25,000
<b>* Cost of Program</b>	<b>\$146,796</b>	<b>\$175,199</b>
Estimated Payrolls	\$71,072,228	\$90,239,458
Composite Rate/\$100 <i>(excluding TRIA)</i>	\$ 0.128	\$ 0.1254

<b>Policy Term Projected Cost of Risk as of</b>	<b>23/24 4/28/25</b>	<b>24/25 4/28/25</b>	<b>25/26 8/1/2025</b>
Projected Losses within Ded.	\$104,053	\$138,237	\$135,359
Cost of Program	\$167,675	\$146,796	\$175,199
<b>Total Cost of Risk</b>	<b>\$271,728</b>	<b>\$285,033</b>	<b>\$310,558</b>

\$2500 Deductible 5 year average annual premium = \$503,766

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

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

## Workers' Compensation (Continued)

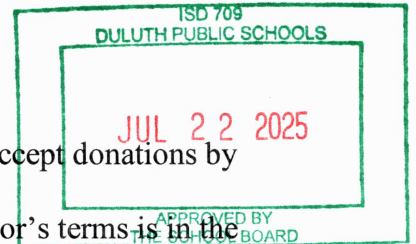
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**EXPERIENCE MODIFICATION FACTOR HISTORY:**

POLICY TERM	EXPERIENCE MOD.
2025-2026	.67
2024-2025	.68
2023-2024	.78
2022-2023	.85
2021-2022	1.38
2020-2021	1.37

**RESOLUTION**

Acceptance of Donations to Duluth Public Schools



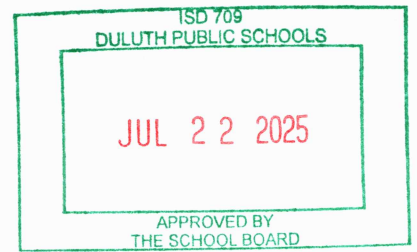
WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

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
East HS	Jessie Erickson	\$50.00	Anja Erickson and Analise George	
East HS	Essentia Health (c/o Terri Nystrom)	In-kind	Used for the nursing program at East High School	Three used hospital beds donated to the nursing program at East High School to replace broken beds
Lester Park	Lester Park Elementary Foundation	\$6,571.88	Fall 2024 Teacher requests	
Lester Park	Lester Park Elementary Foundation	\$3,200.00	Wolf Ridge Donation	



## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Duluth Community School Collaborative	Kim Kohlhaas	Lincoln Park Middle School	\$335,149.27	Support the restorative practices initiative at Lincoln Park Middle School

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made between Gregory Krueger, herein referred to as "**Employee**", and the School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the "**Employer**".

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

1. **Employment.** Employer hereby employs, engages and hires Employee as the Director of Technology, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent or designee.
2. **Duties.** Employee agrees that they will at all times faithfully, industriously and to the best of their ability, experience and talents, perform all of the duties that may be required of and from their pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the School District and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote her attention, knowledge and skills solely to the business and interest of the Employer, a minimum of eight (8) hours per workday. Flexibility to this schedule can be approved by the Superintendent or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. **Term of Agreement.** This Agreement shall commence effective August 4, 2025 and continue until June 30, 2026. At the conclusion of this term, neither party shall have any further claim against the other and Employee's employment with the School District, as Director of Technology shall cease. In the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
4. **Termination.** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. **Salary.** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee's services, an annual salary of \$128,111. Employee's salary shall be paid in twenty-six (26) equal installments during the contract year. The contract year, fifty-two (52) weeks, is defined as commencing on July 1 of any year and terminating on the next June 30.
6. **Expenses.** The School District shall pay all legally valid expenses and fees for Employee's attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of her duties for the School District. Employee shall file itemized and verified claim statements for such expenses with the Superintendent or designee in accordance with the laws of the state of Minnesota and the policies of Employer. Superintendent or designee shall approve all travel outside the District. Employer will pay a mileage allowance to Employee for use of her personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.

7. **Cellular Phone Allowance:** The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.
8. **Vacation/Holiday.** The Employee shall earn annual paid vacation and be entitled to be paid holidays as set forth in Article IV of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Vacation days are to be scheduled with the Superintendent or designee approval.
9. **Health & Hospitalization.** The School District shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance for the Employee and their dependents as are paid for employees in the teacher bargaining unit and their dependents.
10. **Dental.** The School District shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance as the Employee and their dependents are paid for employees in the teacher bargaining unit and their dependents.
11. **Life Insurance.** Group term life insurance in the amount of \$50,000 shall be provided at no cost to the Employee. Optional supplemental life in the amount of \$50,000 and dependent life insurance will be made available at the Employee's cost.
12. **Long Term Disability (LTD).** The School District shall provide at the School District's expense, long term disability (LTD) coverage for Employee in the School District's group plan.
13. **Health Care Savings Plan (HCSP).** A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 26th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.
  - a) **Eligibility.** The employee shall be eligible for the benefits provided by this Section if they meet the eligibility requirements set forth in the bargaining agreement. Employee must be 1) at least age fifty-five (55) or disabled as defined by PERA, and 2) eligible for PERA benefits at the time of retirement, shall be eligible for contribution of unused sick leave benefits as defined below to the employee's HCSP. The employee must give written notice of retirement to Human Resources three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause. The employee may retire after such time limits with the approval of the Superintendent and may receive the benefits under the HCSP.
  - b) **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of two hundred ten (210) days.
  - c) **Discount Calculation.** The amount of unused and accumulated sick leave days above, less 100 days, multiplied by the employee's daily rate of pay (DRP), will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
  - d) **Participation in the District's Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the District.
14. **Sick Leave.** The Employee shall accumulate sick leave as set forth in Article 7.4 of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Rules governing use of sick leave for the purpose of personal illness, family illness, and death in the family contained within Article 7 shall apply. There will be no cash payment for unused sick leave.
15. **Individual Retirement Plan.** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law and selected by Employee.
16. **District & Federal Retirement Funds.** Employee shall be a member of the PERA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions

authorized by the Employee in advance in writing and approved by the School Board shall be deducted from her salary.

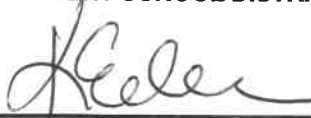
- 17. Dues.** Employee is encouraged to belong to appropriate professional, educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues in approved organizations up to a total of twelve hundred (\$1200) per year. Employee shall present appropriate statements for approval as provided by law.
- 18. Indemnification & Provision of Counsel.** In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.
- 19. Arbitration.** Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- 20. Complete Agreement.** This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the School Board and executed by Employee and the authorized officers of employer.

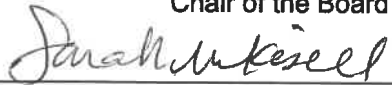
**IN WITNESS WHEREOF**, the parties have executed this Agreement in Duluth, Minnesota this 7th day of July, 2025.

EMPLOYEE

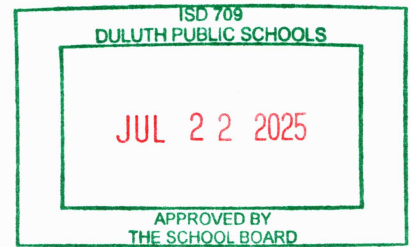
  
\_\_\_\_\_  
Gregory Krueger

INDEPENDENT SCHOOL DISTRICT NO. 709

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Clerk of the Board

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## **RESOLUTION**

### **Education Minnesota Duluth Integration Specialists**

***RESOLVED***, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Education Minnesota Duluth Integration Specialists, a summary of which is in the hands of all School Board members, be approved and adopted for the period of July 1, 2025 to June 30, 2028, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**DULUTH, MINNESOTA**

**and**

**EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALIST**  
**(ISPEC)**  
**DULUTH, MINNESOTA**

**EFFECTIVE DATES**

**July 1, 2025**

**To**

**June 30, 2028**

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**AGREEMENT**

**BY AND BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA**

**and**

**EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALISTS (ISPEC)**

***THIS AGREEMENT***, by and between the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373, hereinafter referred to as the "***Union***", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "***School District***", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA), relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows.

**ARTICLE I**  
**Recognition**

The School District formally recognizes the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373 as the exclusive bargaining representative for all integration specialists of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Union is the sole elected representative of all ISPEC who are defined as members of the appropriate unit for the duration of this Agreement.

The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as the exclusive bargaining representative, with any other organization or person except as required by law.

**ARTICLE II**  
**School District and Union Rights**

**A. Managerial Rights**

The School Board is not required to meet and negotiate on matters of inherent managerial policy. It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

The District has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement or applicable laws.

**B. Access to Premises**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

**C. Right to Dues Check Off**

The exclusive representative shall be allowed dues check off for its members. Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union assessment of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during September of each year. Cancellation must be in writing, and forwarded to the Human Resources Office by the union within that month.

**ARTICLE III**

**Grievance Procedure and Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

**A. Definitions**

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

**B. Representation Right**

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of their choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express their views at all steps of this grievance procedure after Step 1.

**C. Procedure**

**Step 1** - The aggrieved employee shall present their grievance within twenty (20) days of the time they knew or should have known of the act, event or default of the School District, the School Board, its

employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to their building Principal, the Coordinator, Office of Education Equity or their designee, who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal, the Coordinator, Office of Education Equity or their designee, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal, Director or Coordinator, Office of Education Equity or their designee shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and their designated representative. A decision in writing by the Principal, Director or Coordinator, Office of Education Equity or their designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

**Step II** – In the event a written appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Human Resources Manager or their designee, the Human Resources Manager shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Coordinator, Office of Education Equity or their designee rendering the decision at Step I. The Human Resources Manager or their designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Coordinator, Office of Education Equity or their designee rendering the decision at Step I of their decision in writing within ten (10) days of the hearing.

**Step III** – In the event an appeal is filed from a decision at Step II, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent, the Superintendent or their designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step II, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Coordinator, Office of Education Equity or their designee rendering the decision at Step II. The Superintendent or their designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Coordinator, Office of Education Equity or their designee rendering the decision at Step II of their decision in writing within ten (10) days of the hearing.

- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing.

Their written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail their decision by certified mail to the grievant and the representatives of the employer and the Union.

**E. Miscellaneous Provision**

1. The parties agree the best approach to resolving problems is through informal, open, and respectful discussions between the employee and the Coordinator, Office of Education Equity or their designee . Both parties encourage informal discussions prior to submission of a written grievance. The member shall meet with the Coordinator, Office of Education Equity or their designee to try to resolve a grievance within the twenty (20) days of the event giving rise to the grievance. The member, at their discretion, may be accompanied by and represented by a union representative.
2. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, it's employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.
3. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
4. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
5. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the

grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

6. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
7. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
9. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
10. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
  - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
  - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
  - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
11. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

**ARTICLE IV**  
**Leaves of Absence Without Pay**

A. Leaves of absence without pay shall be granted upon written application to the Senior Human Resources Manager for the following reasons:

1. **Military** leaves of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital.

If during parental leave the District experiences a layoff and the employee would have lost their position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement. The employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District and shall expire at the end of a contracted school year unless mutually agreed by the employee and the District that it expire at another time.

3. **Family and Medical Leave Act:** Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.
4. **Organizational:** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.03, subd. 19.
5. **Medical** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of their employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
6. **Other:** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.

**ARTICLE V**  
**Assignment and Transfer**

- A. The School District recognizes that it is desirable in assigning personnel to consider the interests and aspirations of their employees. An attempt shall be made to place people in the school for which they are they have the greatest interest, consistent with the needs and requirements of the School District.
- B. Procedures for posting and application assignment and transfer:
  - a. Posting: The following provisions shall apply in the filling of new or vacant positions:
    - 1. Only applicants exceeding or meeting the minimum qualifications stated in the posting notice may be hired to fill a position.
    - 2. The most senior applicant will be selected to fill the position.

All postings shall be posted on the School District's website.

**ARTICLE VI**  
**Leaves of Absence with Pay**

**A. Sick Leave Allowance**

- 1. **Yearly allowance:** Ten (10) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.  
**Cumulative Plan:** Unused allowance for personal illness shall be cumulative to a maximum of one hundred eighty days (180) days.
- 2. An employee who fails to report on the first contract day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave.
- 3. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
- 4. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.

An employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of an assault, leave without loss of pay shall be granted until such time as LTD or worker's compensation becomes effective. Leave granted due to injury as a result of assault shall not be deducted from the member's accumulated sick leave.

**B. Death in Family Allowance**

- 1. Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
- 2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased. Such additional days are to be deducted from sick leave.

3. Definition of "family" under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through their county of residence as a domestic partner of an employee of the District.

### **C. Family Leave**

1. Permitted Uses of Leave and Family Definition:

Employees are allowed to use accrued sick and safe leave for all purposes and for all "family members" as defined by Minnesota Statutes §§ 181.9445 to 181.9448 (see Exhibit C for current list), concerning earned sick and safe time, and any applicable local ordinances, whichever provides more favorable benefits to the employee. This includes, but is not limited to, absences due to the employee's own illness, injury, or health condition, or for the care of a covered family member, as well as absences for reasons related to domestic abuse, sexual assault, stalking, or public health emergencies.

2. Documentation:

The School District may require reasonable documentation for leave use only when an absence exceeds three (3) consecutive scheduled workdays, as consistent and Minnesota Statutes §§ 181.9445 to 181.9448 and applicable federal law. Such documentation shall not require disclosure of details relating to domestic abuse, sexual assault, or stalking, or specific medical conditions. The School District may require a supporting written statement from an attending physician for extended medical leave.

### **D. Jury Duty**

1. When an employee is selected for jury duty, upon notification to the Coordinator, Office of Education Equity or their designee, they shall be released from their regular assignment for such duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
2. The employee will receive their regular contractual salary while on jury duty.

## **ARTICLE VII** **Personnel Records**

Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon request. Employees shall have access to the personnel file within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

An employee shall receive a copy of any deficiency notice placed in their personnel file. Documents of anonymous origin relating to a staff member's performance shall not be placed in the file.

## **ARTICLE VIII** **Health Care Savings Plan (HCSP)**

- A. **Eligibility** - To be eligible to receive a contribution to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement and have fifteen (15) years of total service to the School District.

**B. HCSP Calculations**

- a. The number of unused and accumulated sick leave days, up to a maximum of one-hundred eighty (180) days, shall be multiplied by the daily rate of pay (DRP).
- b. The dollar value determined in a. above shall be discounted by 3.5%.
- c. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District at the time of retirement.

C. **Exclusions** - Employees discharged for just cause shall not be eligible for the HCSP.

D. **Retirement Notification Requirement** - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

**ARTICLE IX**

**Professional Workday and Week**

- A. The calendar year will be 202 days inclusive of flexible paid contract pays. Seven flexible paid contract days will be available for use throughout the Integration Specialists 202 day calendar year. Flexible contract days cannot be carried over into another school year. No more than three flexible contract days can be added (before or after) to a scheduled school break time period. At all other times of the year, flexible paid contract days may be used with no limitation. Additionally, the Thursday and Friday of Winter Recess will be paid non-work days. The Districts intent is a continuation of the three paid non-work days that occur prior to the two days mentioned above.
- B. The normal hours of work for the employee shall be a minimum of eight (8) hours in any twenty-four (24) hour day and a minimum of forty-hours (40) in a seven (7) day period.
- C. As professional employees with responsibility for the operation of various programs, members of this bargaining unit are often obligated to work at times outside and beyond the normal eight (8) hour daily and forty (40) hour minimum schedules, described in 5.1 of this Article, and/or on any day of the week. Such times are construed as part of the professional workday/work week, and do not generate additional pay beyond the regular biweekly or annual salary.
- D. Employees at certain times may be required to adjust their work- day schedule in instances where the employee is required to work outside the normal work-week. Employees shall be required to obtain prior approval from the Coordinator, Office of Education Equity or their designee for such work day adjustments. Adjustments to hours or days of work will be at the discretion of the Coordinator, Office of Education Equity or their designee. All adjustments to work day/hours must be made within 14 calendar days. The parties agree that the adjustment of schedule indicated in this paragraph is not equivalent to compensatory time off. It is understood by the parties that Overtime Compensation under Fair Labor Standards Act (FLSA) does not apply to this unit of professional employees.
- E. Employees requested by their Coordinator, Office of Education Equity or their designee to attend or facilitate "Staff Development" programs outside of their normally scheduled work time and not covered by an adjustment to their work week may be eligible for a stipend of \$20 per hour.
- F. Employees attending and participating in the Equity Action Committee on behalf of the School District will be eligible for a stipend of \$50 per meeting attended to be paid at the end of the contract year.

G. This Article shall not be construed as, and is not, a guarantee of any hours of work per normal workday.

**ARTICLE X**  
**Payroll**

**Number of Paydays** - All employees covered under this agreement shall be paid on a spread pay basis. The salary for the 202 day calendar year shall be paid in equal payments over twenty-six (26) pay periods.

Effective July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

**ARTICLE XI**  
**Insurance**

**Hospital and Medical Insurance** - The School District shall make available to each employee within this bargaining unit the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of the cost for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**Long-Term Disability Insurance** - The School District will pay the cost of long-term disability (LTD) insurance with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary. Each employee may at their option elect to have the payments added to their taxable salary provided they authorizes a payroll deduction to pay the LTD premium.

**Life Insurance** - Group term life insurance in the face amount of \$50,000 will be provided for each employee of the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

**Dental Insurance** - The District shall make available to each employee within this bargaining unit, the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees of this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**ARTICLE XII**  
**Salary Schedule and Regulations**

A. Salaries shall be as set forth in Appendix "A" attached hereto and incorporated herein by reference.

B. Step Changes:

- 1) Newly hired ISPECs hired on or before February 1<sup>st</sup> of the school year shall progress a Step on August 1<sup>st</sup> after 6 months of continuous employment as an ISPEC. ISPECS hired after February 1<sup>st</sup> of the

school year shall progress a Step on August 1<sup>st</sup> after one full additional school year of continuous employment as an ISPEC.

- 2) Progression through additional Steps within the class on the salary schedule in Appendix "A" shall occur every year on August 1<sup>st</sup>.

C. Class (Lane) Changes:

- 1) Official transcripts substantiating any change in classification on the salary schedule and application for class (lane) change must be filed in the Human Resources office by October 15 of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November). Class I employees will automatically progress to Class II Step I on August 1, one year after they have achieved Step 6 in Class I. Class II employees will automatically progress to Class III Step II on August 1, one year after they have achieved Step 6 in Class II.
- 2) Class (lane) change requirements:
  - a. Class I requires a combination of teaching or related social service education and experience totaling 5 years.
  - b. Class II requires a combination of teaching or related social service education and experience totaling 10 years.
  - c. Class III – requires a Bachelor degree in teaching or a related social service degree program or a combination of teaching or related social service education and experience totaling 15 years.
  - d. Class IV requires a Bachelor degree and 18 graduate semester credits in teaching or a related social service degree program.
  - e. Class V requires a Master degree in teaching or related social service degree program.
  - f. Class VI requires a Master degree and 12 credits in teaching or related social service degree.

- D. Newly hired employees shall be hired on the salary schedule to which their educational attainment (degree plus subsequently earned germane credits) and experience at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which they had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule.

**ARTICLE XIII**  
**Professional Development**

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least two (2) days of job appropriate in-service training to be offered during non-student contact days. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day.

**ARTICLE XIV**  
**Seniority**

**Seniority** - Seniority shall be determined by the date of hire as an Integration Specialist. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application. When

seniority is identical for two or more employees, the most senior employee shall be the employee with the lowest employee number.

#### **ARTICLE XV**

##### **Layoff**

**Layoff Policy** - In the event of declining enrollments, budgetary constraints or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off based upon unit seniority. The least senior employee shall be laid off first. The laid off employee will be placed on the re-employment list and have re-employment rights for a period of two (2) years from the date of the layoff. The District will maintain an official ISPEC re-employment list.

Recall from layoff shall be based upon unit seniority. The most senior laid off employee shall have the first right to recall. An employee on layoff shall have re-employment rights to a position in the bargaining unit that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position. An employee on layoff shall have re-employment rights to a position at the same level as the employee's position before layoff. An employee shall not be allowed to be recalled into a promotional or higher-level position. Employees declining a recall offer shall be considered presumed resigned and will be removed from the re-employment list.

#### **ARTICLE XVI**

##### **Probation, Discipline and Discharge**

- A. **Probation** - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason.
- B. **Discipline** – Following probation, one (1) school year of consecutive employment with the School District, said employee shall not be discharged, suspended, or demoted (excluding demotions for budgetary requirements) except for just cause. Notice of said discharge, suspension, or demotion (excluding demotion for budgetary requirements) after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee if not satisfied with the reason given or causes stated, shall have the right to have their status reviewed within the time limits and pursuant to the provisions of Article III, Grievance Procedure and Arbitration.

#### **ARTICLE XVII**

##### **Savings Clause**

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

#### **ARTICLE XVIII**

##### **Duration**

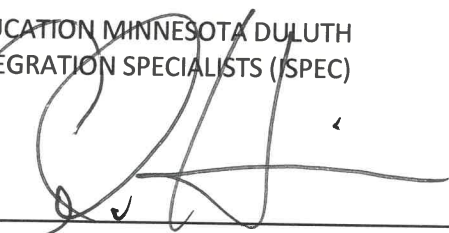
- A. **Term and Reopening Negotiations** This Agreement shall remain in full force and effect for a period commencing July 1, 2025, through June 30, 2028, and thereafter until a new Collective Bargaining Agreement

is negotiated and executed between the parties or the bargaining rights are terminated by law for the bargaining unit. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2028, it will give written notice of such intent no later than April 30, 2028.

- B. The Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.
- C. Appendix A, the pay schedule attached to this Agreement, shall be effective as indicated therein.
- D. **Effect** - This Agreement constitutes the full and complete Agreement between the District and the Union as the exclusive representative of this bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, concerning terms and conditions of employment which are inconsistent with these provisions.
- E. **Finality** - Matters contained in this Agreement shall not be open for negotiation during this term of this Agreement except as stated in this Agreement. Matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and are not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.
- F. **Severability** - All provisions of this Agreement are subject to the laws, rules, regulations, and orders of state and federal governments and their agencies. Any provision of this Agreement found to be in violation of any such regulations, directives, laws, and orders shall not be applicable or performed or enforced, except to the extent permitted by law; all other provisions shall continue in effect.

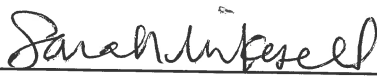
Dated at Duluth, Minnesota this 22<sup>nd</sup> Day in July.

EDUCATION MINNESOTA DULUTH  
INTEGRATION SPECIALISTS (SPEC)

By:   
Union President

INDEPENDENT SCHOOL DISTRICT  
NO 709

By:   
Chairperson of the School Board

By:   
Clerk of the School Board

**EXHIBIT A  
Annual Salary Schedule**

Class I	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	2025-2026	\$41,697	\$41,989	\$42,284	\$42,579	\$42,877	\$43,178	\$43,479	\$43,784	\$44,090	\$44,399
	2026-2027	\$42,531	\$42,829	\$43,129	\$43,431	\$43,734	\$44,041	\$44,349	\$44,660	\$44,972	\$45,287
	2027-2028	\$43,382	\$43,685	\$43,992	\$44,299	\$44,609	\$44,922	\$45,236	\$45,553	\$45,871	\$46,193
Combination of teaching or related social service education and experience totaling 5 years.											
Class II	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	2025-2026	\$44,828	\$45,142	\$45,458	\$45,776	\$46,097	\$46,419	\$46,744	\$47,071	\$47,401	\$47,732
	2026-2027	\$45,724	\$46,045	\$46,367	\$46,692	\$47,019	\$47,347	\$47,679	\$48,012	\$48,349	\$48,687
	2027-2028	\$46,639	\$46,966	\$47,295	\$47,626	\$47,959	\$48,294	\$48,633	\$48,973	\$49,316	\$49,661
Combination of teaching or related social service education and experience totaling 10 years.											
Class III	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	2025-2026	\$46,026	\$46,348	\$46,672	\$46,999	\$47,327	\$47,659	\$47,993	\$48,329	\$48,668	\$49,007
	2026-2027	\$46,946	\$47,275	\$47,606	\$47,939	\$48,274	\$48,612	\$48,953	\$49,295	\$49,641	\$49,988
	2027-2028	\$47,885	\$48,220	\$48,558	\$48,898	\$49,239	\$49,585	\$49,932	\$50,281	\$50,634	\$50,987
Bachelors Degree in teaching or a Related Social Service or education and experience totaling 15 years											
Class IV	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	2025-2026	\$48,234	\$48,572	\$48,912	\$49,254	\$49,599	\$49,946	\$50,296	\$50,647	\$51,003	\$51,359
	2026-2027	\$49,199	\$49,543	\$49,890	\$50,239	\$50,591	\$50,945	\$51,302	\$51,660	\$52,023	\$52,386
	2027-2028	\$50,183	\$50,534	\$50,888	\$51,243	\$51,602	\$51,964	\$52,328	\$52,693	\$53,063	\$53,434
Any BA+18 Graduate Semester Credits in teaching or a Related Social Service											
Class V	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	2025-2026	\$52,967	\$53,338	\$53,710	\$54,086	\$54,465	\$54,846	\$55,231	\$55,617	\$56,006	\$56,399
	2026-2027	\$54,026	\$54,404	\$54,785	\$55,168	\$55,555	\$55,943	\$56,335	\$56,729	\$57,126	\$57,527
	2027-2028	\$55,107	\$55,492	\$55,880	\$56,271	\$56,666	\$57,062	\$57,462	\$57,864	\$58,269	\$58,677
MA in Teaching or a Related Social Service											
Class VI	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	2025-2026	\$55,606	\$55,995	\$56,386	\$56,782	\$57,179	\$57,579	\$57,982	\$58,389	\$58,797	\$59,209
	2026-2027	\$56,718	\$57,115	\$57,514	\$57,917	\$58,323	\$58,731	\$59,141	\$59,556	\$59,972	\$60,393
	2027-2028	\$57,852	\$58,257	\$58,664	\$59,076	\$59,489	\$59,905	\$60,324	\$60,748	\$61,172	\$61,601
MA + 12 or more Semester Credits in Teaching or a Related Social Service											

**Longevity**

Upon completion of year	Annual longevity payment
8	\$500
9	\$500
10	\$500
11	\$500
12	\$900
13	\$900
14	\$900
15	\$900
16+	\$1200 (continues annually)

**EXHIBIT B**  
**Calendar**

<b>2025-2026</b>	
School Year Begins	August 25, 2025
School Year Closes	June 5, 2026
Opening of School	September 2, 2025
Last Day of School	June 4, 2026
ISpec Flex Weeks*	August 11-22, 2025
<i>*ISpecs are to work 16 hours within this time period, to be coordinated with supervisor.</i>	
Welcome Week Staff Meeting/Professional Development **	August 25-29, 2025
<i>**August 26 will be district led professional development. Other days will determined by supervisor. Required online professional development to be completed during this week.</i>	
<b>SCHOOL NOT IN SESSION</b>	
<b>Paid Non-Work Days (13)</b>	
Labor Day	September 1, 2025
Teachers Convention (MEA)	October 17, 2025
Thanksgiving & Friday following	November 27-28, 2025
Presidents Day	February 16, 2026
Winter Recess	February 17-20, 2026
Spring Break	April 1-3, 2026
Memorial Day	May 25, 2026
<b>Non-Paid Non-Work Days (10)</b>	
Teachers Convention (MEA)	October 16, 2025
Winter Recess	December 24-31, 2025 January 1, 2026
Spring Break	March 30-31, 2026
<b>Professional Development Days</b>	
November 3, 2025	January 16, 2026
December 8, 2025	March 2, 2026
January 2, 2026	May 4, 2026

EXHIBIT C  
MN Statute 181.9445, Subd.7

Family member. "Family member" means:

(1) an employee's:

(i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;

(ii) spouse or registered domestic partner;

(iii) sibling, stepsibling, or foster sibling;

(iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;

(v) grandchild, foster grandchild, or stepgrandchild;

(vi) grandparent or stepgrandparent;

(vii) a child of a sibling of the employee;

(viii) a sibling of the parents of the employee; or

(ix) a child-in-law or sibling-in-law;

(2) any of the family members listed in clause (1) of a spouse or registered domestic partner;

(3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and

(4) up to one individual annually designated by the employee.