

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 24, 2026

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 | |
| 6. Report of the Superintendent | |
| A. Reports from Student School Board Representatives | 2 |
| B. Superintendent's Report | 6 |
| C. Schedule of Meetings and Events | 21 |
| 7. Report of Standing Committees | |
| A. Committee of the Whole | |
| 1) Monthly Committee of the Whole <i>(February 5, 2026)</i> | 22 |
| B. Human Resources/Business Services Committee <i>(February 9, 2026)</i> | 54 |
| C. Policy Committee <i>(February 12, 2026)</i> | 179 |
| 8. General Board Committee Updates | |
| 9. Consent Agenda | 231 |
| 10. Resolutions from Committee Reports | |
| A. B-2-26-4155 - Acceptance of Donations to Duluth Public Schools | 517 |
| 11. Special Resolutions and Action Items | |
| A. SP-2-26-4156 Board Members Attendance at MSBA/MASA Day at the Capitol | 519 |
| B. SP-2-26-4157 Board Members Attendance at Duluth and St. Louis County Days at the Capitol | 520 |
| C. Approval of Individual Contract for Assistant Superintendent | 521 |
| D. Approval of Individual Contract for Executive Director of Business Services and Operations | 527 |
| 12. Questions / Other | |
| 13. Adjournment | |

February

Good evening everyone!

Many students, such as myself, are all trying to get back into the regular school schedule, and remember what was taught to us before we left for break.

I would like to begin my report by talking about activities going on at East. Right before break, STUGO announced our red and grey spirit week theme; 'Stranger Things Are Happening at East'. Which, you can probably guess, is based off of the Netflix show, 'Stranger Things'. We also revealed our 10 Top Dog candidates who were nominated by the Senior class for exemplifying positive qualities and school spirit. I am excited to see who will be our 3 winners at the end of our Red and Grey week!

Three of our sports teams made it to state right before we left for break, which meant we had 3 dog runs! If you are unfamiliar with what "Dog Runs" are, it is how we congratulate our peers for making it to state. Usually those students run through the halls, as both Jazz Band and the drumline play music, and cake is handed out by Student Government afterwards. I have only heard positive feedback about dog runs, and I am glad we have the ability to do them! The 3 we had before break were for Alpine Ski, Nordic Ski, and Dance Team! Even though none of the teams won, they still had amazing performances and experiences! We have another dog run set for Boys swim this Thursday. From the swim team, Senior Joey Zelen set both section and team records when he won both events at their Section Final! Unfortunately, both boys and girls hockey seasons recently ended. Boys and girls basketball are still working hard before sections, which will begin shortly. In a couple of weeks, senior August Qson will be representing Duluth East at State for the Math Team! Looking over at fine arts, Speech and Debate have been hard at work as well! Auditions were just held for our spring play, which is called 'The Little Prince'. If you would like to support our students at any of their events, make sure to look at the Duluth East activities calendar!

I am excited to announce that our Students in Point of View are having Denfeld's "Golds Group" join us on our next PAWS day during 3rd and 4th hour! East's Student Point of View, also known as POV, is a group of about 30 students, and a few members from our administration, that meet once a month to discuss school issues. These students bring in diverse perspectives and new ideas every meeting. Denfeld has something very similar, but it is called Golds Group. We are very excited to discuss ways we can collaborate, and hear more about the issues they are experiencing, and identify potential solutions.

More positive news, Student Government has rescheduled our community service project to April 19th! It will be Spring themed, and I will have more details about that next month!

Unfortunately, I was not able to receive much student input throughout this past month. I was only able to host one student forum meeting on our last PAWS day. As most of you know, there are still issues surrounding PAWS days for our students. For those unfamiliar, East has one Wednesday a month called “PAWS days,” during which regular classes are shortened to 32 minutes. We only have two 40 minute block periods where students can attend clubs. One in the morning and one in the afternoon.

As an officer of Key Club, which currently has about 200 students enrolled into, I need to be present for meetings, which are always held during the second block. This only leaves me with one block period to meet with students during school hours. I held it during the morning PAWS, which already had numerous other clubs and activities happening. The first meeting of Promcom was occurring which is a highly attended club, as were volleyball intramurals, regular study halls because teachers still teach during PAWS days, a PSEO informational meeting, among other clubs and activities. I know our previous Student Rep, Kate Dean, sent out a google form asking students for their opinions on this new schedule. She received a lot of negative feedback. I plan on creating a new form to gather more feedback on this ongoing issue our students at East are facing. I also plan on distributing it to teachers to hear their opinions on our PAWS days. I intend to hold one more student forum meeting a month, in the morning, to hopefully gain more participation, but I recognize that some students have other morning commitments, and transportation could also be an issue.

I did however, still gain some input from a couple students at the one meeting I held. We have now switched into semester 2, which means all of us have at least one new class. Some students have experienced challenges in the new schedule. Whether that is not having enough room or time for all of the electives they want, having new teachers for the same subjects, study halls being overcrowded, not being able to fit everything in one day, teachers incorrectly marking students tardy on the very first day of the semester, and more. It has been brought to my attention that many students are struggling so far this semester mainly because of getting new teachers for the same subjects, and getting acclimated to the new expectations. I understand that classes can be crowded, but I know it is also difficult to switch teachers in the middle of the year. Especially because some have different expectations.

After the January school board meeting, I thought a lot about lunch lines. An issue, now resolved, that students were facing was that one lunch had about 100 more people than the other. A couple fourth hour classes were all switched into the other lunch so they could even it out. Now, a month later, students said grey lunch is still very packed and red lunch is not. Some students are getting their lunch 10 minutes before it ends, and they don't feel like they are getting enough time. It has also been brought to my attention that they run out of lunch often, so the later lunch sometimes will only have one option to choose from. I understand that lunch is free, but if

we are giving that as an option, we should be able to have enough food for every student. Students agreed that having separate lunch lines for every food option will be more effective.

One of my biggest goals is to increase student voice. I want to collaborate with Real Talk from Ordean, and talk as much as I can to other East Students to really understand the real issues going on in our schools. I want to help encourage students to speak up, and not be afraid to share their questions, opinions or concerns. I also want to speak more with those in Special Education, and learn more about how I can help them. I want to talk to those in clubs, sports, fine arts, and those who are not as involved, to understand the differences in people's experiences at East.

The last issue I would like to address is from our Sweetheart dance that was held at Clyde Iron Works on February 7th. A couple of students brought to my attention that our administration wasn't checking tickets after about 30 minutes. They kept telling students that they could just go through and weren't properly checking if those students went to East or had a guest form. Some students also mentioned that it felt like the chaperones weren't doing much to keep out those under the influence. I know everyone wants to have a fun and safe time at our dances, so I hope these are some things we can keep in mind for the future!

You have the ability to balance your perspectives with our perspectives. Students will keep questioning decisions, and I will do my best to help them understand why they're put into place. I know you all work to try and represent the best interests of our students. Those efforts need to keep including a genuine and consistent commitment to listening to all students. Many students have unique insights and perspectives that can significantly enhance the effectiveness of our school. When students feel heard and valued, it creates a more engaging and positive learning environment. I urge you all to continue to actively seek out, listen to, and thoughtfully consider student feedback. It is important to not only hear it, but to embrace it.

Thank you all for this opportunity and your time.

Many students are still feeling frustrated because we were told the purpose of moving to a seven period day 2 years ago was to hopefully give students more opportunities for electives, especially students that are in music, art, and language. Unfortunately, adding the new requirements has made it more difficult for students to take electives and even some requirements. Many students who have taken 9th grade futures, computer science, college career life readiness, and personal finance, have not found these courses beneficial. I did learn that computer science will not be required after this year, which I know many current ninth graders are thankful for. It is unfortunate for the current 10th and 11th graders who had their gpa affected negatively because of that course. Students are also saying 9th grade futures is just like college career and life readiness. They are feeling like these requirements are just putting on busy work and even our previous Student Rep stated; “this is a prime example of the district neglecting to ask for student input on decisions that so directly affect them and because these classes were added so last minute, there doesn’t seem to be a well developed curriculum”. Many students have felt like their voices haven’t been heard regarding this issue, and I know class requirements are a common issue between all students at East.



www.ISD709.org

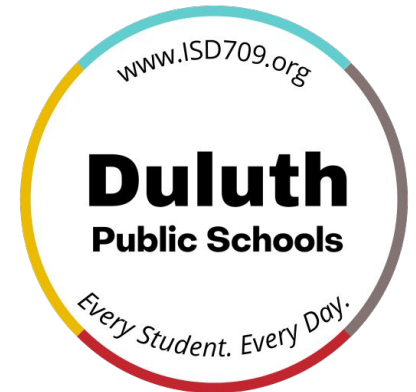
Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

February 24, 2026



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.

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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

- 2026 Student Representative Reports
 - Osiris Garcia Henderson- ALC
 - Tamia Bowles - Denfeld
 - Kalina Mattila - East
- Budget Reduction Update
- Legislative Update
- Litigation Update
- Other

Budget Update

The Current Challenge (The “Why”)

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Navigating a \$4 Million Funding Gap: State funding and legislative mandates are not keeping pace with rising operational costs.

- **Key Cost Drivers:**
 - Health Insurance Premiums
 - Transportation Logistics
 - Special Education Services (Unfunded Mandates)
 - Other Costs
- **The Bottom Line:** To maintain fiscal health, we must optimize our resource allocation and reduce spending for the upcoming school year.

Budget Reduction and Realignment Guiding Change

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Principles Over Politics for Greater Transparency: Open, honest communication with the board, staff, and families.

- **Student-First Focus:** Using a "Guiding Change" rubric to ensure decisions are filtered through student needs.
- **Efficiency:** Evaluating long-standing practices to consider modern, cost-effective alternatives.

Budget Reduction and Realignment Guiding Change

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- **Focus on the Classroom:** We will do everything we can to protect your child's daily learning experience.
- **Fairness and Equity:** We will continue to provide extra resources to the students who need them most.
- **Mental Health and Support:** We will maintain essential academic and mental health services for our students.
- **Smart Spending:** We are looking at all our long-standing programs and practices to find ways to save money and work more efficiently.

We Want to Hear from You!

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We value your voice in our school community. We will host two public meetings to explain the budget process and answer your questions:

- **March 11:** Denfeld High School Cafeteria at 6 p.m.
- **March 16:** East High School Cafeteria at 6 p.m.

We will also host two staff meetings to explain the budget process, review the data, and answer your questions:

- **March 9:** East High School Auditorium at 3:45 p.m.
- **March 10:** Denfeld High School Auditorium at 3:45 p.m.

Legislative Update

Legislative Updates

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- We met with our local legislative representatives on January 27th and attended the Association of Metropolitan School Districts Legislative Preview on February 6th
- We plan to participate in the MSBA/MASA Day at the Capitol on March 9th
- We also plan to participate in Duluth St. Louis County Days on March 18th and 19th.

Legislative Updates

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- Continued advocacy for improved funding is paramount to our district and others around the state.
- Increases in state aid, fully funding state mandated programs, and increasing the special education cross subsidy to fund true costs of educating all learners is needed.
- We are also seeking funding for the Duluth Promise, student mental health, and expanding the diversity of our workforce are among our main priorities.

Litigation Update

Litigation Updates

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- We have joined in a lawsuit against the federal government, suing for a return of protected status to schools related to immigration enforcement. This guidance was in place for several decades and ensured that schools were a safe location for learning.
- Fridley Public Schools and Education Minnesota are also plaintiffs in the lawsuit, which was filed in court yesterday.
- We are also seeking damages for the time and resources put into planning for potential immigration enforcement within our schools.
- We are also taking this stand to support our neighbors, the schools in the metro area, as well as those around the country.

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 February 23 - February 27, 2026

Monday	February 23, 2026	5:00 p.m.	Title VI Parent Committee
Tuesday	February 24, 2026	5:30 p.m. - 6:15 p.m.	School Board Listening Session*
Tuesday	February 24, 2026	6:30 p.m.	Regular School Board Meeting*
Thursday	February 26, 2026	4:15 p.m.	Parent Advisory Council on Special Education (PACSE)

Week of March 2 - March 6, 2026

Tuesday	March 3, 2026	4:30 p.m.	Monthly Committee of the Whole
Wednesday	March 4, 2026	4:30 p.m.	American Indian Parent Advisory Committee (AIPAC) Denfeld High School 401 N 44th Ave W, Room 1206

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

**Office of the Superintendent
February 20, 2026**

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, February 5, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:45 PM

1. CALL TO ORDER

2. ROLL CALL

3. AGENDA ITEMS

A. Strategic Plan Alignment

1) Advancing Equity

a. **American Indian Education, The Resolution of Concurrence or Nonconcurrence** **2**

b. **American Indian Education, The Resolution of Concurrence or Nonconcurrence-Verbal Presentation** **10**

2) Supporting Every Student

a. Artificial Intelligence Implementation 11

b. Special Education Update 23

3) Improving Systems - N/A

B. Teaching, Learning, and Equity Board Summary Report - N/A

C. Budget Update - N/A

D. Other

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: February 5, 2026

Topic: American Indian Education, The Resolution of Concurrence or Nonconcurrence

Presenter(s): Marisa Garverick Herrera

Attachment: [Concurrence Non-Concurrence, Slides](#) to be presented at meeting

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

I will provide a brief update on our collaboration strategy with AIPAC, covering our current status and processes, prior to their vote of concurrence.

This Requires School Board Approval : No

Director of Advancing Equity

American Indian Education Update

OUR MISSION

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My Theory of Action

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IF I prioritize authentic listening and deep relationship-building while educating ourselves myself on current legislation, historical context, and best practices,

THEN I will build necessary trust, sharpen our organizational focus, and create a culture of genuine collaboration,

SO THAT we can drive sustainable, meaningful progress for American Indian students and families.



My Approach

1. Listen

- Visited Schools
- Talked to principals
- Met with American Indian Home School Liaisons
- Attended AIPAC Meetings
- Met with AIPAC members

2. Learn

- Learned from conversations in meetings
- Met with MDE AIE Director
- Attended AIPAC training hosted by TNEC
- Currently working with expert Jen Murray
- Researched MDE AIE practices & policies
- Researched our geographic history

3. Partner

- Continue to clarify roles and responsibilities
- Arranging pre-meetings with chair members
- Working to align on goals and priorities



Concurrence Non-Concurrence

School Board's Response to the 2024-2025 Vote and Resolution of Non-Concurrence		Response	Status Update 1/20
Recommendation			
1	We recommend providing the opportunity for AIPAC committee members to tour all sites where we currently have American Indian Liaisons. We recommend inviting school board members to attend the tour alongside the advisory board. We recommend inviting other interested parties, i.e. the Duluth Indigenous Commission, to attend the tour.	<p>Sheila White, American Indian Coordinator, will set up tours and invite interested parties. The following action steps have been planned:</p> <ul style="list-style-type: none"> • Sheila White requested detailed weekly schedules from all 6 Liaisons by February 11, 2025. All schedules were received and reviewed to begin planning for the tour for mid-to-late April. • Tour times will be scheduled when Liaisons are not meeting with their students. A google poll will be sent to the AIPAC and invited stakeholders to choose the dates/times that will work for them. • The tours will take place on Thursday, May 8, 2025. • Tentative plans: There will be 2 tour groups: Morning Group 1 West side schools; Laura MacArthur, Stowe, Denfeld HS, Lincoln Park and Afternoon Group 2 East side schools; East HS, Ordean East, ALC. Sheila will lead the tours and document participants and debrief with the groups after each visit; AIPAC questions include: Where are liaisons and American Indian Education staff located? Do they have adequate space? Are they sharing space with other programs? Do the spaces appear to represent and be inclusive to the indigenous cultures they are supporting? • The Duluth Indigenous Commission accepted an invitation to tour at a date to be determined. We are still waiting to hear back from Fond Du Lac Tribal. Also, several Board members have expressed an interest at this point. • Sheila White will present responses from the tour to the AIPAC at the May/June meeting. 	<p>A tour occurred on May 8th, 2025 and was attended by several AIPAC members and School board members.</p>
	We recommend implementing an action plan by the 4th quarter of SY 2024-2025 that identifies American Indian students who need additional transportation support and utilize district vans/drivers to intentionally target American Indian students that need additional transportation support to get to school.	In late May, the district will initiate a survey asking American Indian families K-12 and secondary students to share if they have transportation challenges. This data will be used to determine the viability of additional transportation options.	

3	We recommend utilizing the American Indian Education Coordinator, the various American Indian parent committee members, and the local Indigenous community such as AICHO, local Tribal Urban Offices, and The Duluth Indigenous Commission to assist in vetting Professional Development opportunities and curriculum. District wide Professional Development (PD) must not solely come out of American Indian Education Aid funds and must be used proportionally while achievement gaps exist.	Sheila White and Annie Schilling will collaborate to develop the Professional Development (PD) plans for the final PD of the year which is on May 27, 2025 and the initial PD Plan draft for the school year 2025-2026. Funding of all PD Opportunities on PD Days (including American Indian focused PD) will be consistently funded from the General PD budget. Plans and development of American Indian focused PD offerings throughout SY 2025-26 will be vetted and sourced in collaboration with AICHO, local Tribal Union Offices, and other area Indigenous organizations.	<p>Annie has contracted with Ricky White to provide training. In progress. By the end of the school year, all certified staff and Principals and Paraprofessionals will have completed Cultural Competency. Paras will have completed Generational Trauma (Ricky DeFoe) and Treaty Rights History (Thomas Howes). All funding came from General Budget and/or Title II Funding.</p>
	Minnesota Statute 122A.70 requires retention strategies for American Indian educators within the school district. An HR plan has not been shared or discussed with the American Indian parent committees. We recommend providing the statistics within the district about how many American Indian staff we currently employ, how many American Indian applications were received that met minimum qualifications and were not offered interviews, and how many American Indian staff we have lost within the past 2 years.	<p>Sheila White will work with our Human Resources Department to ensure timely posting of vacancies. Please find below comments and initial action steps:</p> <ul style="list-style-type: none"> • A copy of the District's draft Recruitment and Retention Plan was shared with the committee on April 1, 2025. This plan includes specific strategies tailored to recruiting and retaining American Indian educators and staff. Theresa Severance attended the AIPAC meeting on April 9, 2025 where she received feedback for plan modifications. • The District currently employs 29 American Indian staff, which represents 1.79% of our total staff. • To date for our total year postings, we have received 16 American Indian applications. • There are 13 American Indian employees that left the District from January 2023 to date. • Due to Equal Employment Opportunity (EEO) guidelines, we are unable to delineate which applications met minimum qualifications and were not offered interviews. EEO data, which includes race and ethnicity, is kept separate from the application review process to ensure impartiality and prevent any potential bias. This separation is standard practice and helps us maintain a fair and equitable hiring process for all applicants. We understand the importance of transparency and are committed to providing you with information we can, while also adhering to legal and ethical guidelines. • We are dedicated to working collaboratively with the AIPAC committee to ensure the successful recruitment and retention of American Indian staff across all positions within our district. 	<p>The District currently employs 29 American Indian staff, which represents 1.5% of our total staff. We do not receive racial demographics for applicants, that information is kept separate from the application and applicants can choose not to respond. 11 American Indian employees have left the District since January 2024.</p>

A Path Forward

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- Follow Guiding Light
 - State Aid Plan
- Consolidate Priorities
 - Align on key priorities
- Build from Ground Up
 - Systems and structures



Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?



COW Agenda Cover Sheet

Meeting Date: February 5, 2026

Topic: American Indian Education, The Resolution of Concurrence or Nonconcurrence

Presenter(s): American Indian Parent Advisory Committee (AIPAC)

Attachment: It will be provided at the meeting.

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

According to MDE guidelines, “Prior to March 1 of each year, the AIPAC must meet to discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students. If the AIPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence.

The vote and resolution must be presented to the school board by one or more members of the AIPAC. If the vote is one of nonconcurrence, the AIPAC must also provide written recommendations for improvement to the school board at the time of the presentation. The school board does not “approve” the resolution. They receive the information, and it is reflected within the board minutes. In the case of nonconcurrence, the school board is given 60 days in which to respond, in writing, to the AIPAC recommendations. The board response must be signed by the entire school board and be provided to the AIPAC and submitted to the Office of American Indian Education”

Source: <https://education.mn.gov/MDE/dse/indian/parent/>

This Requires School Board Approval : No

COW Agenda Cover Sheet

Meeting Date: Feb 5, 2026

Topic: AI (Artificial Intelligence) Implementation

Presenter(s): Jen Larva, Cindy Miller, Greg Krueger

Attachment: [Artificial Intelligence Implementation - COW Presentation Slides](#)


Brief Summary of Presentation or Topic:

This presentation discusses the district's rollout of AI, providing an overview of how staff and students are being prepared to meaningfully and responsibly use AI. The presentation also summarizes why the district is pursuing our AI rollout, how we are striving to increase the AI literacy of our students, and how stakeholder input will be considered as our use of AI evolves.

This Requires School Board Approval : No

Artificial Intelligence in Duluth Public Schools

Greg Krueger, Jen Larva, and Cindy Miller

Core Purpose: To provide a **structured**,  **ethical**, and **rigorous** framework for AI literacy integration in Duluth Public Schools

BELIEFS



1. INCLUSIVE DIGITAL FUTURES

We believe in ensuring inclusive **digital futures**. AI literacy can reduce inequities and expand opportunities.



2. HUMAN-CENTERED APPROACH

We believe in a **human-centered approach** where AI is a tool to support the irreplaceable role of educators.



3. ETHICAL & SUSTAINABLE AI

We commit to using only ethically responsible AI tools that are **safe, private, and environmentally sustainable**.



Program Objectives and Goals

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Empowering educators to utilize AI as a high-level classroom assistant.



Preparing secondary students with skills to navigate the "Age of AI."



Establishing a "Walled Garden" for safe, acceptable AI learning.



Acknowledging current student access and use of AI tools.

Why & Importance



Responsibility to build students' AI literacy



Preparation for college and career opportunities beyond ISD709



Equitable access to educational tools and information



AI is not perfect; students must be prepared to scrutinize information in the age of AI



Sustaining curiosity, confidence and thoughtful AI use across system

What is AI Literacy

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AI Literacy means knowing how to use AI tools effectively and ethically.

- It isn't just a tech skill; it's a human superpower that **balances** understanding how the technology works with knowing how it impacts our world.

16

ETHICAL LANGUAGE AND DIGITAL GUARDRAILS IN EDUCATION

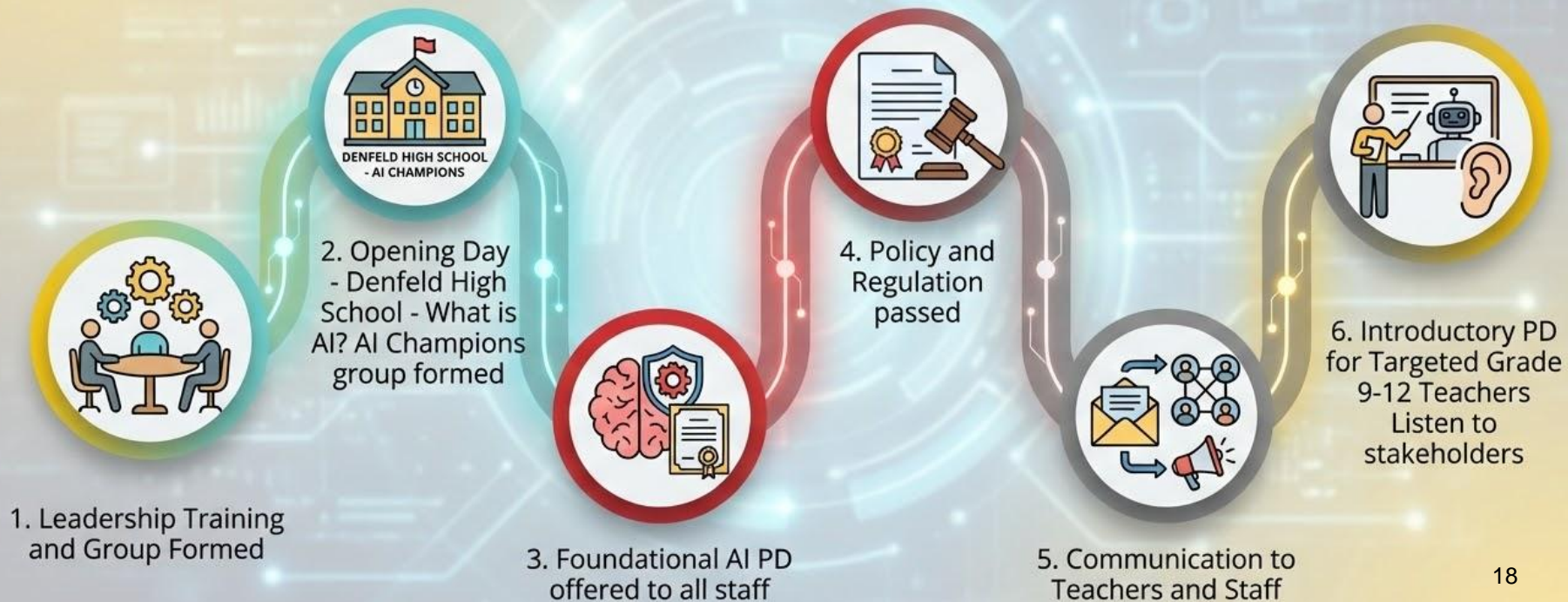


Strategic Long-Term Vision³⁸

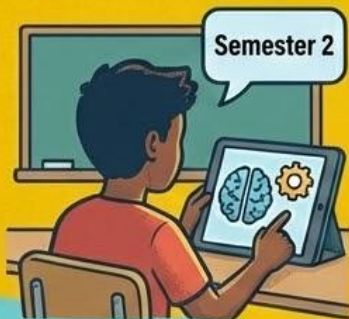
- Consistent ethical "Common Language" across departments.
- Alignment with state and university technology leaders.
- Robust governance through updated policies and digital guardrails.
- Compliance with student¹⁷ data privacy laws

Timeline

Phase 1: Spring - Fall 2025



AI IMPLEMENTATION ROLLOUT & NEXT STEPS ⁴⁰



Student Readiness (Semester 2): High school teachers in the target subject areas are currently delivering introductory AI lessons to ensure students understand responsible use before gaining tool access.



Public Transparency

A dedicated Instructional Technology webpage—featuring a Parent/Community One-Pager and an AI FAQ—is scheduled for publication to ensure community clarity prior to student rollout.



February 23, 2026

Student Launch: The Technical Department is scheduled to grant Gemini access to all students in **grades 9-12 on February 23, 2026.**



March 2 PD Day

Instructional Integration: Following the **March 2 PD Day**, secondary departments will begin formal implementation of the "Common Language" tool to guide students in ethical AI use for every assignment.

Considering Stakeholder Input

In order to foster continuous improvement, we plan to:



Consult with higher ed,
Minnesota Department of
Education, other districts



Gather community feedback
in multiple formats



Gather student feedback
throughout implementation



Continuous Improvement



Publish contact information for AI implementation leaders on district website

Questions

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Do you have any further questions for the team?



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Google Gemini was used to enhance the appearance of these slides.

Appendix: MSBA Resources

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[Strategic Use of AI in Education](#) (Presentation)

[Artificial Intelligence, ChatGPT, and the Future of Education](#) (Article)

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COW Agenda Cover Sheet

Meeting Date: February 5, 2026

Topic: Special Education Update

Presenter(s): Jason Crane, Director
Lora Thurston, Assistant Director

Attachment:  Special Education Updates February 2026

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

Overview of Special Education services in ISD 709

This Requires School Board Approval :

N/A

Special Education Update

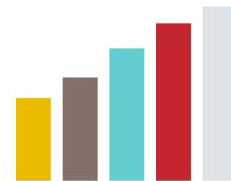
February 2026



IDEA Law-34 CFR 300

Purpose - to ensure that all children with disabilities have available to them a free appropriate education that emphasizes specially designed instruction and related services.

Specially designed instruction means adapting, as appropriate to the needs of the eligible child, with the disability, the content, methodology, or delivery of instruction.



DULUTH PUBLIC SCHOOLS

**Special
Services**

Budgetary Guidance from MDE

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The state funds special education because it recognizes that special education services cost more than those provided to all children. Appropriations are based on the perception of the “excess costs” of special education. The term “excess cost” stems from the legislative assumption that general education revenue is used to cover basic costs for each child (including those with disabilities) and the legislative desire to share the burden of these extra costs with local educational agencies (LEAs).



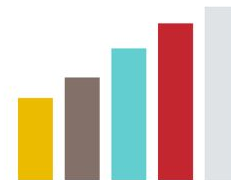
DULUTH PUBLIC SCHOOLS

**Special
Services**

Special Service Support Team

48

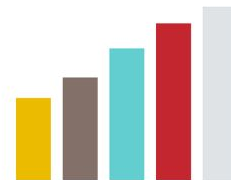
- Director: Jason Crane
- Assistant Director: Lora Thurston
- 4 Administrative Clerical and Business Manager:
- Julie Venus TOSA: Supports PD, Mentors, Surrogacy, Assistive Technology
- 6 Supervisors:
 - Kathryn Hatfield-supports Setting 3 all levels
 - Rebecca Crane-Early Childhood Special Education
 - Sarah Arlt-Elementary Special Education
 - Kate Pahl-Secondary Special Education
 - Ashley Downey-STEPS Supervisor
 - Sonny Jenkins- Behavior Support Specialist



Areas of District Identification:

49

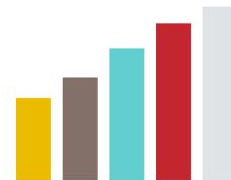
- The federal Department of Education requires states to report annually on districts' efforts to implement the Individuals with Disabilities Education Act (IDEA). As part of the report, the Minnesota Department of Education (MDE) identifies districts as having disproportionate data related to indicators measuring activities potentially influenced by non compliant policies, procedures or practices within the district.
 - **Indicator 4:** Measures disproportionate rates of suspension/expulsion for children with disabilities.
 - **Indicator 9:** Measures disproportionate identification of racial and ethnic groups as needing special education services.
 - **Indicator 10:** Measures disproportionate identification of racial and ethnic groups as needing special education services in specific disability categories.



Support and Leadership provided by Special Services

50

- MTSS - Compass
 - ADSIS Grant
- Suspension projects
 - Coordinated Early Intervening Supports - CEIS
- Advocacy response
- Special services support
 - Mentoring
 - Due Process Support
 - Individual Staff Support
 - Evaluations
- Professional Development
 - Science of Reading Training for Certified and Non-Certified
 - Licensure specific trainings

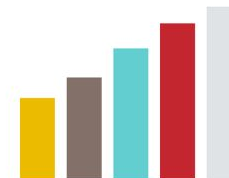


DULUTH PUBLIC SCHOOLS

**Special
Services**

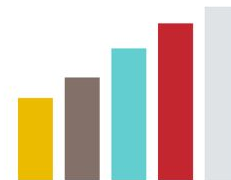
Special Education Eligibility

	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Elementaries	551	528	586	791	837	807	880
Middle School	278	260	277	318	320	321	342
High School	432	422	442	484	552	567	576
Care and Treatment	61	56	43	58	123	165	164
Non-Public	14	31	26	42	48	38	47
ECSE	276	232	306	361	418	395	337
Total	1598	1498	1654	2012	2250	2293	2299



Staffing Increases

	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Certified	132.50	134.50	149.10	162.90	172.90	172.30	174.40
Related Service	60.30	61.10	61.30	66.50	75.35	72.65	70.77
Non Certified	166.90	155.04	165.43	172.83	181.42	192.80	199.20
Support Staff	13.54	12.34	14.14	14.20	15.80	15.80	15.80
Total FTE	373.24	362.98	389.97	416.43	445.47	453.55	460.17



Factors Impacting Budget

53

- Robust Health and Family Services provided in Duluth draws families and students to receive services and enroll in ISD709.
 - Rising demand and complexity of student needs
 - increased enrollment, including families in other districts being encouraged to seek services in Duluth
- Staffing Crisis - 29 licensure areas needed to support students with IEPs. Nationwide shortages in many areas of licensure.
- Increased funding costs
- Mandated early Identification and services provided until age 22.
- More Professional development opportunities



DULUTH PUBLIC SCHOOLS
**Special
Services**

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, February 9, 2026

District Services Center

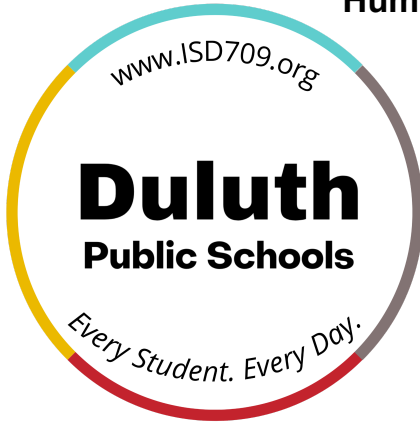
709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	9
3) Facilities Department Report	10
4) Safety Department Report	11
5) Technology Department Report	12
6) Transportation Department Report	13
3. <u>Recommended Resolutions</u>	
A. B-2-26-4155 - Acceptance of Donations to Duluth Public Schools	14
4. <u>Consent Agenda</u>	
A. HR Staffing Report	16
B. Finances	
1) Financial Report	17
2) Fundraisers	18
C. Bids, RFPs, and Quotes	
1) RFP #340 - Professional Auditing Services	19
2) RFP #341 - District Capacity Study	21
3) RFQ #4409 - Homecroft Media Furniture	23
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. District Properties Update	25
B. Expenditure Contracts	28
C. No Cost Contracts	91
D. Informational - Pay Proposal between Clerical Union and District after Clerical Job Description revisions	96
E. Grant Applications	102
F. Change Orders Signed	104

Human Resources Report for February 2026 School Board Meeting Highlighting January 2026 Activities⁵⁵



Department: Human Resources
HR\Business Services Committee: 02.09.2026
Regular Board Meeting: 02.24.2026
Report Prepared By: Steven Johnson

Manager's Minutes:

- Working on site visits to meet all principals at their sites, to develop a professional relationship.

What We're Working On:

- Working on Round 3 with grant partner, Duluth Workforce Development, for the Drive for Five Grant through DEED. This grant works to prepare people for high-demand jobs in education and provides training for those who face barriers to employment.
- Working on yearly audit GASB 75 Report, gathering all active employee data as of 06/30/2025
- MN Paid Leave Applications - About 40 into State so far, about 17 approved so far
- Processing 21 HCSP Estimates for upcoming retirements
- Working on 1095 ACA Reporting
- Onboarding checklist for HR/Sites-revising to better suit the district, site and employees.

Upcoming Changes/Improvements to the Department:

- We have hired a new Human Resources Manager, Becca Lester.

Staffing Report:

- | | |
|------------------------------|--------------------------------|
| • Certified Appointments - 4 | Non-Certified Appointments - 8 |
| • Certified Leaves - 1 | Non-Certified Leaves - 1 |
| • Certified Resignations - 0 | Non-Certified Resignations - 1 |
| • Certified Retirements - 6 | Non-Certified Retirements - 0 |

Open Positions:

Certified:

Teachers (29)

Elementary (1)

High School (1)

Special Education (4)

Summer School (22)

Adult Basic Education (1)

Non-Certified:

Child Nutrition (4)

Maintenance (6)

Master Electrician (1)

Floating Custodian I (2)

Second Shift Engineer I (1)

Second Shift Engineer II (2)

Playground/Cafeteria Monitor (1)

Paraprofessionals (4)

Certified Sign Language Interpreter (1) 56
Language Facilitator - Deaf and Hard of Hearing (1)
SpEd Building Wide Para (1)
SpEd Program Para Student Specific (1)

2025-2026	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	484.00	409.00	75.00	77.00	83.00	83.00	78.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	465.00	377.00	88.00	75.00	70.00	74.00	82.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	243.00	204.00	39.00	39.00	33.00	41.00	46.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	516.00	428.00	88.00	73.00	83.00	98.00	81.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	312.00	270.00	42.00	60.00	53.00	47.00	59.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion	183.00	147.00	36.00	38.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	260.00	221.00	39.00	39.00	46.00	44.00	48.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	453.00	372.00	81.00	84.00	73.00	70.00	80.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	405.00	325.00	80.00	67.00	72.00	63.00	62.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	241.00	203.00	38.00	35.00	49.00	43.00	37.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	687.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	218.00	239.00	230.86	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1121.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	383.00	356.00	382.27	0.00	0.00	0.00	0.00	
AE Online 650	179.71	0.00	698 students 45 Open Enrolled, 42 FT Residents, 611 PT Residents							0.00	0.00	0.28	17.34	60.70	57.80	43.59
Denfeld 215	931.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237.16	237.51	224.65	232.63	
East 220	1390.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	373.65	366.64	325.12	325.49	
Merritt Creek Academy 81	85.00	39.00	2.00	8.00	4.00	7.00	11.00	9.00	6.00	10.00	8.00	6.00	8.00	6.00	0.00	
ALC 611	81.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00	35.71	32.00	
Chester Creek Academy 575	30.00	13.00	0.00	2.00	1.00	4.00	4.00	2.00	3.00	1.00	3.00	3.00	4.00	2.00	1.00	
Rock Ridge Academy 580	44.00	10.00	4.00	1.00	2.00	4.00	1.00	2.00	5.00	6.00	6.00	5.00	3.00	4.00	1.00	
Arrowhead Academy 605	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	8.00	2.00	5.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	
Hospitals 630	22.00	5.00	0.00	1.00	0.00	1.00	2.00	1.00	0.00	0.00	4.00	6.00	4.00	1.00	2.00	
The Bridge 950	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	
Total:	8177.65	3023.00	612.00	599.00	595.00	608.00	617.00	604.00	615.00	612.00	635.41	648.15	706.10	658.28	667.71	

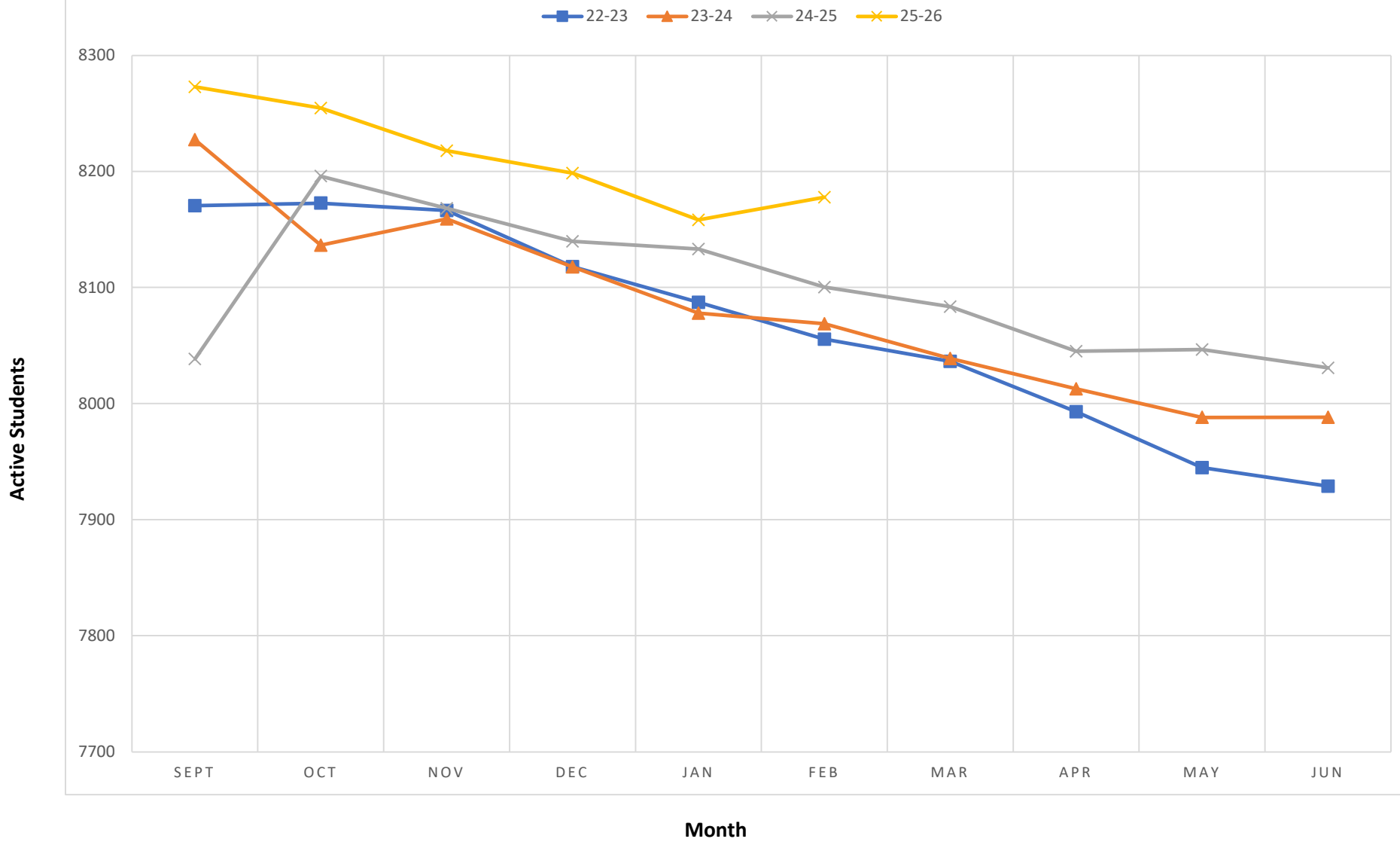
2025-2026 Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Feb '25	Current Month-Feb '25
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	485.00	484.00	0.00	0.00	0.00	0.00	-1.00		-2.00	10.00	471.00	13.00
Homecroft 475	451.00	464.00	465.00	462.00	463.00	459.00	465.00	0.00	0.00	0.00	0.00	6.00		1.00	14.00	453.00	12.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	243.00	243.00	0.00	0.00	0.00	0.00	0.00		3.00	-9.00	256.33	-13.33
Lester Park 510	512.00	512.00	519.00	518.00	514.00	514.00	516.00	0.00	0.00	0.00	0.00	2.00		4.00	4.00	511.00	5.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	307.00	312.00	0.00	0.00	0.00	0.00	5.00		8.00	6.00	314.00	-2.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	183.00	183.00	0.00	0.00	0.00	0.00	0.00		1.00	-144.00	327.00	-144.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	258.00	260.00	0.00	0.00	0.00	0.00	2.00		0.00	-10.00	266.00	-6.00
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	452.00	453.00	0.00	0.00	0.00	0.00	1.00		-1.00	140.85	313.14	139.86
Piedmont 550	387.00	401.00	400.00	404.00	399.00	404.00	405.00	0.00	0.00	0.00	0.00	1.00		4.00	18.00	396.00	9.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	237.00	241.00	0.00	0.00	0.00	0.00	4.00	20.00	6.00	3.00	231.00	10.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	700.86	687.86	0.00	0.00	0.00	0.00	-13.00		-32.00	19.99	672.87	14.99
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	1116.27	1121.27	0.00	0.00	0.00	0.00	5.00	-8.00	-21.00	47.66	1082.86	38.41
AE Online 650	166.24	49.67	112.16	133.16	142.22	134.27	179.71	0.00	0.00	0.00	0.00	45.44		130.04	13.47	186.56	-6.85
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	948.25	931.95	0.00	0.00	0.00	0.00	-16.30		-108.65	35.78	928.03	3.92
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	1428.77	1390.90	0.00	0.00	0.00	0.00	-37.87	-8.73	-151.00	8.79	1388.36	2.54
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	82.00	85.00	0.00	0.00	0.00	0.00	3.00		5.00	0.67	86.74	-1.74
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	80.00	81.71	0.00	0.00	0.00	0.00	1.71		18.71	-11.01	88.01	-6.30
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	29.00	30.00	0.00	0.00	0.00	0.00	1.00		2.00	-1.00	31.00	-1.00
WHA RRA 580	46.00	38.00	43.00	43.00	44.00	41.00	44.00	0.00	0.00	0.00	0.00	3.00		6.00	-2.00	37.00	7.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	15.00	16.00	0.00	0.00	0.00	0.00	1.00		8.00	-6.33	14.33	1.67
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.25	0.25	0.00	0.00	0.00	0.00	0.00		0.25	0.00	0.00	0.25
Hospitals 630	23.00	2.00	20.00	16.00	19.86	16.00	22.00	0.00	0.00	0.00	0.00	6.00		20.00	-1.00	25.00	-3.00
The Bridge 950	16.00	23.58	24.58	23.58	24.58	24.58	25.00	0.00	0.00	0.00	0.00	0.42	16.13	1.42	9.00	21.00	4.00
Total:	8030.78	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	0.00	0.00	0.00	0.00		19.40	-97.23	146.87	8100.23	77.42
Change		244.10	-20.29	-36.86	-21.30	-38.18	19.40	0.00	0.00	0.00	0.00						
Duluth Adult Education		367.00	525.00	612.00	689.00	726.00	775.00					49.00					

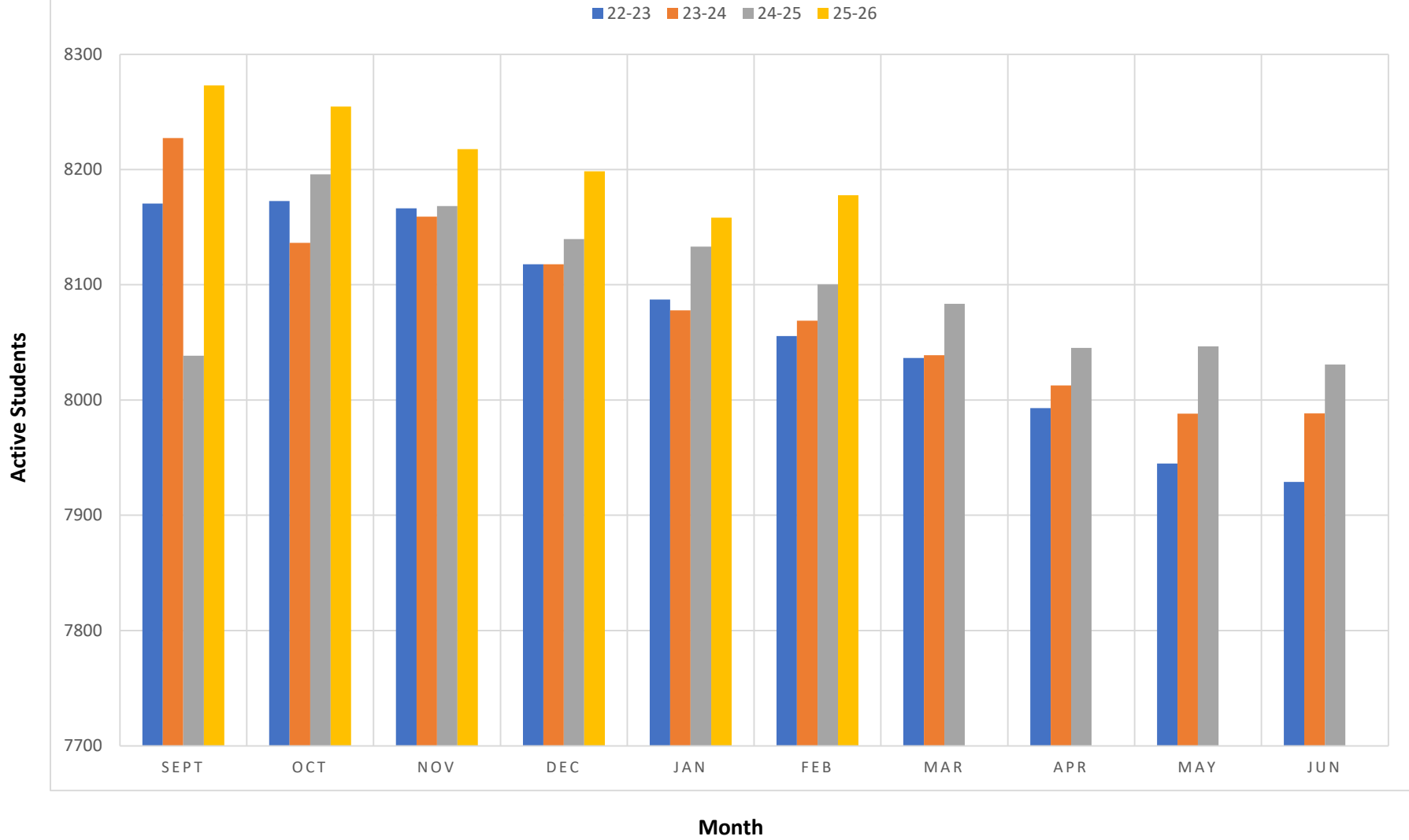
2025-2026 Month to Month Enrollment Changes by Grade

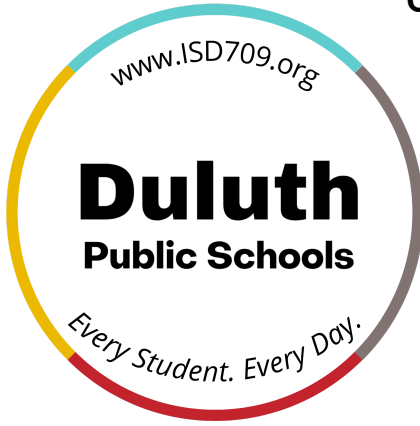
Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net			Avg
EC	151.06	211.04	299.03	337.06	347.07	364.07	0.00	0.00	0.00	0.00	17.00			213.01	284.89
PK	21.94	19.96	81.94	80.94	79.93	79.93	0.00	0.00	0.00	0.00	0.00	17.00		57.99	60.77
KA	132.00	144.25	147.00	150.00	152.00	155.00	0.00	0.00	0.00	0.00	3.00			23.00	146.71
KG	460.00	457.00	456.00	451.56	454.00	457.00	0.00	0.00	0.00	0.00	3.00			-3.00	455.93
1	593.00	595.00	597.00	597.00	593.00	599.00	0.00	0.00	0.00	0.00	6.00			6.00	595.67
2	595.00	596.00	595.00	591.00	592.00	595.00	0.00	0.00	0.00	0.00	3.00			0.00	594.00
3	609.00	603.00	604.00	602.00	601.00	608.00	0.00	0.00	0.00	0.00	7.00			-1.00	604.50
4	614.00	623.00	618.00	618.00	614.00	617.00	0.00	0.00	0.00	0.00	3.00			3.00	617.33
5	600.00	604.00	607.00	604.00	603.00	604.00	0.00	0.00	0.00	0.00	1.00			4.00	603.67
6	631.00	623.00	616.00	621.00	616.00	615.00	0.00	0.00	0.00	0.00	-1.00	25.00		-16.00	620.33
7	618.00	611.00	610.00	615.00	612.00	612.00	0.00	0.00	0.00	0.00	0.00			-6.00	613.00
8	654.41	642.41	640.41	638.41	639.41	635.41	0.00	0.00	0.00	0.00	-4.00	-4.00		-19.00	641.74
9	655.58	660.00	654.85	652.28	650.99	648.15	0.00	0.00	0.00	0.00	-2.84			-7.43	653.64
10	701.00	708.56	706.00	699.99	700.81	706.10	0.00	0.00	0.00	0.00	5.29			5.10	703.74
11	684.72	685.09	672.28	667.78	658.85	658.28	0.00	0.00	0.00	0.00	-0.57			-26.44	671.17
12	727.17	702.28	694.19	688.41	671.19	667.71	0.00	0.00	0.00	0.00	-3.48	-1.60		-59.46	691.83
K 12 Total:	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	0.00	0.00	0.00	0.00	19.40	19.40		-97.23	8213.26
Change		-20.29	-36.86	-21.30	-38.18	19.40	0.00	0.00	0.00	0.00					

ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)



ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)





Child Nutrition Report for February 2026 School Board Meeting Highlighting January 2026 Activities⁶²

Department:	Child Nutrition
HR Business Services Committee:	02.09.2026
Regular Board Meeting:	02.24.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- Did a student meal billing. The total of the bills sent out was around \$7,000. Students might owe money from prior years, for second meals or for milk purchased to go with their home lunch.
- Opened an additional serving window at Ordean East to accommodate the large number of students participating in school lunch. The new window has been very well received and allows us to feed the students in a more timely manner.

Staffing Report:

- Hired a new employee for Lakewood Elementary School
- 3 jobs currently open
 - East
 - Lincoln
 - Piedmont



Facilities Report for February 2026 School Board Meeting Highlighting January 2026 Activities⁶³

Department: Facilities
HR|Business Services Committee: 02.09.2026
Regular Board Meeting: 02.24.2026
Report Prepared By: Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Construction on the First Street Buildout project remains underway, with structural steel getting ready for installation. Wall framing, sheetrock, and priming / painting walls underway.

What We're Working On:

- a. The State Fire Marshal will be doing walk thru's at Lakewood and Homecroft.
- b. Backup Generator Inspections completed.
- c. All school boiler calibrations completed.
- d. Scope development continues for the Lakewood fuel conversion and boiler installation.
- e. Scope development for the East Manufacturing shop continues and will now include a Power quality and distribution assessment for all of the equipment.
- f. Ansul system installation slated to begin early February at Stowe.
- g. Replacement of entryway glass installed at Denfeld

What We're Working On:

- a. February winter recess break, four day training on floor care and basics of cleaning to offer staff the ability to better understand the science of cleaning to efficiently perform.
- b. With HR on job fairs and posting of open positions.
- c. On boarding of new employees.
- d. Changing over new website ordering from Dalco to ImperiaDade

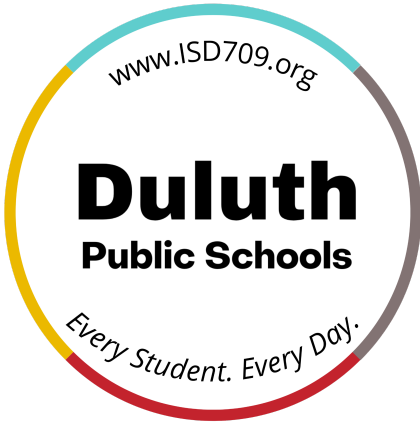
Staffing Report:

New Licence: Ben Belden 2C Boilers license, Dale McRae 2C.

New Hire: Laura Mac/Denfeld Split Jared Bjorlin, Lester Park Sean OLeary, Ordean, Sarah Chrapkowski and Homecroft/Ordean Split.

Open and posted: Costondinan at East, SSE1 Lakewood, SSE1 Myers-Wilkins, SSE2 Ordean and SSE2 Lincoln Park.

Safety Report for February 2026 School Board Meeting Highlighting January 2026 Activities ⁶⁴



Department: Safety

HR|Business Services Committee: 02.09.2026

Regular Board Meeting: 02.24.2026

Report Prepared By: August Leopold

Health and Safety Topics:

- **Regulatory Requirements**

- OSHA 300A logs which summarize injuries by building where we have employees have been signed by Superintendent and are posted throughout all buildings (Feb 1st - Apr 30th)
- BLS (Bureau of Labor Statistics) OSHA Surveys have been filled out and submitted
- Automotive Lift Inspections have been scheduled for Denfeld High School
- Three-year AHERA asbestos inspections continuing for all buildings containing asbestos

- **Trainings and Planning**

- Emergency Operations Core Team was trained on behavioral threat assessment for school officials
- Meeting with St. Louis County Emergency Management about mass violence events
- Setting up for lifeguard training in accordance with the new emergency action plan for aquatics

- **Employee Injury Update for January**

- Our total case incident rate for January 2026 was 0.9225. This is below the target rate of two and the ideal rate of one. This means we had a low rate of serious injury this past month. Our top injury categories were injured by student, followed by slips, trips, and falls. We had a total of 12 injury reports with only one resulting in time away from work.

Incidents - Employee Injuries by Cause of Injury (Primary)



■ Struck By ■ Strain or Sprain
■ Injured by Student
■ Fall, Slip, or Trip

Incidents - Employee Injuries by Cause of Injury (Detailed)



■ Struck, Hit, Punched, Kicked
■ Other Struck or Injured - Not Otherwise C
■ Bitten ■ Slip On Ice or Snow
■ Other ■ Pushing or Pulling



Technology Report for February 2026 School Board Meeting Highlighting January 2026 Activities⁶⁵

Department:	Technology
HR Business Services Committee:	02.09.2026
Regular Board Meeting:	02.24.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

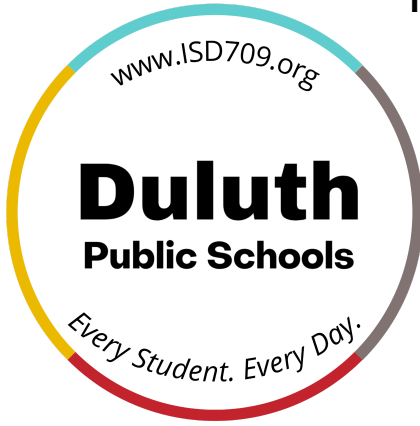
- Our new core network switch has functioned well through its first full month of use.
- Tech staff have stepped up to complete our team's most important tasks with three positions vacant as of early January.
- We continue to replace aging Smartboards and projectors in our secondary schools several classrooms at a time. We're prioritizing rooms where this technology has completely failed or is producing a terrible image quality that hinders learning for students in the classroom. We presently lack a funding source to address this need at a larger scale.

What We're Working On:

- Filing E-Rate (federal funding) bid requests for our inter-building network services
- Three new display panels were installed and connected in classrooms at East High School
- Four display panels were ordered for Lincoln Park Middle School, to be installed in rooms with the most problematic current display solutions in place
- Collaborating with curriculum staff to prep a presentation on AI for the upcoming Committee of the Whole meeting
- Implementing a long-term solution providing guest Wi-Fi services across the district to meet needs of community events and other programming outside of school hours

Staffing Report:

- We have an accepted offer for our Network Architect position. Nick Krauss will begin work with us in March, coming from Hill City (MN) Schools, where he's currently the Technology Director and single-person technology department. Nick brings a strong technical background that includes two networking certifications. Our search for this position spanned a six month period from the time of initially posting our vacancy through Nick's planned start date.
- We continue working through the hiring process for our IT Security Analyst and Network Engineer 1 positions.



Transportation Report for February 2026 School Board Meeting Highlighting January 2026 Activities⁶⁶

Department: Transportation
HR|Business Services Committee: 02.09.2026
Regular Board Meeting: 02.24.2026
Report Prepared By: Jeremy Kasapidis

Manager's Minutes:

- With the transition from winter to spring, the transportation team is entering a critical dual phase. We continue in "maintenance mode," providing daily oversight and making necessary minor adjustments to current student transportation routes to ensure smooth operation. Simultaneously, our focus is shifting to comprehensive future planning. This includes developing routes and schedules for summer school programs, as well as the extensive planning required for the next academic year's transportation services.

What We're Working On:

- Continuing with routing new students as well as adjusting routes to student address changes.
- We are also continuing with the training of the two new drivers that were hired recently.
- The department is excited with the hiring and start of training of two new Bus Helpers.
- As always, the upkeep and maintenance of our bus fleet is an ongoing process.

Upcoming Changes/Improvements to the Department:

- We are in the very early stages of testing a more enhanced and comprehensive camera system in a few of our buses as well as one van.

Staffing Report:

- Our recent hires have allowed us to manage staff absences effectively, resulting in minimal disruption to our daily operations.

Stats in the Spotlight:

- Between the district and Voyageur we run 178 vehicles for student transport, this includes vans at the sites that we maintain.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

67

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Lavonne Bellanger	\$4.34		This was an overpayment for Denfeld Automotive service and had to be reported as a donation.
Districtwide	Terese Tomanek	In-kind		Socks & Underwear
East	Haunted Shack/ Pat Stojevich	\$1,000.00	Duluth East Key Club	
East	Mimi Stender	\$2,000.00	DE Key Club - Be MinneSNOWta Nice	
East	Twin Ports Paper & Supply Inc	\$100.00	YES. It is explicitly for Duluth East DECA to use for our Chuck a Duck event	
East	Multiple donors rounded up cash sales	\$10.16	CTE AFNR Plant Sale	
East	Erica Rodriguez	\$25.00	DECA Chuck a Duck	
Lakewood	Kathryn Robarge	In-kind	Staff	Toaster oven/air fryer for staff lounge
Lester Park	Lester Park School Foundation	\$5,518.67	Purchased items for classrooms and students in 2025	
Lincoln Park	Christine Good	In-kind	Give to the students that need it	11 Pairs of Gloves/Mittens
Lincoln Park	Anonymous	In-kind	Give to the students that need the items	4 Homemade hats, 120 lip balms, 4 pairs of girls pants, 6 sweater/long sleeve girls tops
Lincoln Park	Anonymous	In-kind	Give to a family that is in need of the product	Members Mark Baby Formula 2 - 48OZ containers
Lincoln Park	Larry And Donna	\$2,000.00	Use for 7th grade Trip	Put into the 7th grade account for the 7th graders

Resolution B-2-26-4155

February 24, 2026

	Pulkrabek Foundation Inc			68
Lincoln Park	Larry and Donna Pulkrabek Foundation Inc	\$3,000.00	Towards the 7th grade trip – transportation	Put into 7th grade funds for the trip
Stowe	Duluth Lions Club	\$2,000.00	For the Stowe HeadStart Playground Fund	
Stowe	United Protestant Church UCC	In-kind	Winter gear - mittens, scarves, hats	

HUMAN RESOURCES ACTION ITEMS FOR: February 9, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALTONEN, JENNA K	LTS ELEMENTARY MUSIC SPECIALIST/LESTER PARK, (BA) III, 4, 1.0, MILLER H.	01/12/2026
BISEK, HANNAH M	SPED SETTING III TEACHER/LESTER PARK, (BA) III, 6, TAYLOR H.	01/12/2026
EDDY, BROOKE M	LTS MATH TEACHER/DENFELD, (BA) III, 1, 1.0, ZSCHUNKE A.	01/20/2026
SKINNER, MARGARET I	SPED SETTING III TEACHER/PIEDMONT, (MA) III, 6, 1.0,	01/20/2026
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
SUNDELL, VICTORIA L	Cert Leave Mid-Career Extension	02/25/2026 02/25/2027
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CHURCHILL, TIMOTHY J	MATHEMATICS - ORDEAN-EAST MS	06/05/2026
CORDLE, MICHELLE R	SPED PSYCHOLOGIST - PIEDMONT ES	06/05/2026
ISBELL, PATRICIA S	ELEM READ INTERVENTIONIST - LESTER PARK ES	06/05/2026
JACKSON, JODY R	GRADE 6 - ORDEAN-EAST MS	06/05/2026
LAMPI, BARRY E	CTE TRADE & INDUSTRIAL - DENFELD HS	06/05/2026
RUHANEN, DOREEN S	GRADE 2 - HOMECROFT ES	06/05/2026
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, MEGAN C	NUTRITIONAL SERVICE ASSISTANT/LAKEWOOD, 20/38WKS, \$15.99/HR, HINCHCLIFF I.	02/02/2026
ANDERSON, JOSEPH A	SPED BW PARA-LTS/DENFELD, 33.75/38WKS, \$19.23/HR, HENDERSON R.	01/28/2026
DAHLIN, LAUREN N	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, \$15.00/HR,	01/16/2026
FINCH-NEWKIRK, JULIA A	SPED BUILDING WIDE PARA/LINCOLN PARK, 33.75/38WKS, \$20.19/HR, XIONG A.	01/08/2026
HENDRICKS, JARED F	SPED PROGRAM PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.45/HR, HOLL D.	01/13/2026
LOGAN, KRISTINE V	SPED PROGRAM PARA LPN/EAST, 20.25/38WKS, \$28.35/HR, RIDDELL M.	02/02/2026
PETOLETTI, LAURIE K	BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,	02/02/2026
TREMBLE, JAKE F	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$19.04/HR, CHRISTENSEN A.	01/12/2026
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
SMITH, BART D	SCHOOL BUS DRIVER II	01/23/2026 01/26/2026
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
REAMER, BONNIE L	HOURLY CAFE/PLAYGROUND MONITOR - PIEDMONT ES	01/20/2026



**HR/BS Services Committee Monthly Fund Balance Report
February 9, 2026 Committee Meeting
BUDGET SUMMARY**

2/5/2026 Percent spent

REVENUES	25-26		25-26		25-26		25-26				
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June				
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 49,807,590.77	\$ 18,022.35	\$ 87,676,793.99	36%				
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 2,513,164.67	\$ -	\$ 3,606,835.33	41%				
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,909,446.91	\$ -	\$ 1,956,753.09	49%				
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 3,439,530.40	\$ -	\$ 4,747,964.60	42%				
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 643,705.53	\$ -	\$ 1,330,939.36	33%				
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 2,197,239.70	\$ -	\$ 25,660,061.30	8%				
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00	0%				
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 667,672.72	\$ -	\$ 292,163.28	70%				
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 233,888.83	\$ -	\$ (123,398.83)	212%				
REVENUES	TOTALS:	\$ 186,118,820.00	\$ 186,898,374.00	\$ 61,412,239.53	\$ 18,022.35	\$ -	33%				

EXPENSES	25-26		25-26		25-26		25-26				
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June				
General	1	\$ 128,594,794.07	\$ 129,428,839.95	\$ 70,296,248.20	\$ 3,511,584.97	\$ 55,621,006.78	57%				
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 2,778,912.22	\$ 1,880,376.91	\$ 1,436,174.87	76%				
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 5,260,209.88	\$ 380,562.98	\$ 2,223,427.14	72%				
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 3,862,125.93	\$ 53,380.57	\$ 3,809,688.36	51%				
Operating Captial	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 4,780,724.16	\$ 1,051,005.35	\$ (183,004.62)	103%				
Building Construction	6	\$ -	\$ -	\$ 4,996,062.67	\$ 19,807,166.85	\$ (24,803,229.52)					
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 27,394,084.69	\$ -	\$ 435.31	100%				
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00	0%				
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 792,879.07	\$ -	\$ 232,668.93	77%				
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 172,588.36	\$ 38,574.98	\$ 542,302.51	28%				
EXPENSES	TOTALS	\$ 184,706,094.96	\$ 186,206,799.55	\$ 120,333,835.18	\$ 26,722,652.61	\$ -	79%				

Extra Curricular Fund 01 Prog 298
Revenue \$ 354,130.35
Expense \$ 324,436.08

**Fundraisers Reported
January 2026**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
East	Debate Team	\$1,300.00	Bagging Groceries - Lakeside Super One
Lakewood	Schoolwide	\$400.00	Spirit Wear - We have a Spirit Wear Store Opening with all Lakewood Gear. They have agreed to give us 10% of our profits which would go into our student activities account.
Laura MacArthur	5th grade Wolf Ridge	\$800.00	Selling Duluth Coffee Company coffee
Lester Park	Schoolwide	\$27.30	Box Tops
Lester Park	Current 4th grade-- fundraising for fall 26 5th grade Wolf Ridge Trip	\$2,200.00	This fundraiser opportunity will be taking place in the spring of 2026 by the current 4th graders. Our trip to Wolf Ridge is on the calendar for September 23-25th. Families will have time to plan for the cost. Each scholar choosing to do the fundraiser are not required to find sponsors for every letter. Whatever they fundraise 100% will go towards their cost.
Lincoln Park	6th grade classes	\$500.00	Chick-Fil-A community fundraiser

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **RFP 340 PROFESSIONAL AUDITING SERVICES**
Date: February 4, 2026

RFP is for professional auditing services for the Finance Department of the district.

Seven (7) potential vendors were emailed a copy of the RFP. It was advertised in the Duluth News Tribune for two weeks consecutively and available on the ISD709 district website with three (3) vendors responding resulting in the following:

<u>VENDOR</u>	<u>TOTAL</u>
LB CARLSON	\$109,775.00 (FIRST YR)
ABDO	\$102,300.00 (FIRST YR)
DELOITTE	NO RESPONSE
GRANT THORNTON, LLP	NO RESPONSE
KPMG, LLP	EMAILED REGRETS
RSM US, LLP	NO RESPONSE
WIPFLI, LLP	NO RESPONSE

Sheila Stevens, Finance Manager and Simone Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance, compared performance ability and best value overall.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by LB CARLSON for the amount of \$109,775.00.

Program: Finance

Fund Custodian: Simon Zunich, Executive Director of Business Services

Kelly Durick Eder, Board Chair

Date: February 4, 2026

BID TAB FOR RFP #340 PROFESSIONAL AUDITING SERVICES

<u>VENDOR</u>	<u>AMOUNT</u>
LB CARLSON	\$109,775.00 (FIRST YR)
ABDO	\$102,300.00 (FIRST YR)

Awarded Vendor: LB CARLSON

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **RFP 341 DISTRICT CAPACITY STUDY**
Date: February 4, 2026

The RFP is for vendors interested in providing a District Capacity Study for future budgets, enrollment and various other items over the next ten (10) years.

The RFP criteria was shared with Five (5) vendors, it was advertised in the Duluth News Tribune for two weeks consecutively and it was available on the ISD709 district website with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
TEAMWORKS	\$39,425
K12 COALITION	\$76,560
MGT	\$87,873
WOOLPERT	NO RESPONSE
THE MORRIS LEATHERMAN COMPANY	NO RESPONSE
ICS	EMAILED REGRETS
NEXUS	NO RESPONSE

Superintendent John Magas and Simon Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by Teamworks for the amount of \$39,425.

Program: Superintendent

Fund Custodian: John Magas

Date: 02.03.26

BID TAB FOR RFP #341 DISTRICT CAPACITY STUDY

<u>VENDOR</u>	<u>AMOUNT</u>
TEAMWORKS	\$39,425
K12 COALITION	\$76,560
MGT	\$87,873

Awarded Vendor: TEAMWORKS

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811
218-336-8907

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services
FROM: Cathy Holman, Purchasing Coordinator
SUBJECT: RFQ – 4409 Homecroft Media Furniture
DATE: January 15, 2026

Request for proposals of new media furniture for the Homecroft Elementary site were sent to four (4) vendors.

Three (3) responses were received with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
School Specialty	\$41,157.38
Virco	\$61,516.14
Demco	\$66,294.20
Innovative	NO BID (LATE)

Bryan Brown and Heather Nordwall from the Facilities Department reviewed the responses.

Facilities Manager, Bryan Brown recommends accepting and rewarding the RFQ #4409, meeting specifications as timely submitted by School Specialty.

PROGRAM: Facilities

FUND CUSTODIAN: Homecroft PTA

RFQ #4409 BID TAB FOR HOMECROFT MEDIA FURNITURE

School Specialty	\$41,157.38
Virco	\$61,516.14
Demco	\$66,294.20
Innovative	NO BID (LATE)

Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

Report Identification

Field	Information
Department/Program Name:	1 st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	2-2-2026
Date of Board Meeting:	

Summary Report

I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1st Street Building (former DNT building located at 424 W 1st St Duluth, MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District-Wide Staff
- ECSE
- Early Childhood
- District Testing/Screening
- Community Education
- ALC/ AEO – Middle School and High School
- Adult Education

The goal is to complete construction in the summer of 2026.

II. Key Actions & Activities (What have we done recently?)

Construction on the 2nd floor continues to make great progress, including interior drywall installation, 75% complete, and drywall taping, 30% complete. The Electrical, Mechanical, and Plumbing rough-in inspections for the second phase of the 2nd floor, scheduled for January 9th, have all passed.

The first coat of paint for the walls and door frames started on the 2nd floor. Construction on the 1st floor has also started, and framing installation is 50% complete. Mechanical, Electrical, and plumbing rough-in have been ongoing as well on the 1st floor.

Construction activities:

1. Material procurement is ongoing.
2. Demolition is complete.
3. Interior wall framing, drywall construction, door frame installation, and electrical and mechanical rough-in are ongoing on the 1st and 2nd floors.
4. Structural steel for the 1st floor infills has been procured, with installation underway.
5. Interior painting and ceiling grind construction has started on the second floor.

III. Outcomes & Results (What was the impact?)

1. The construction schedule remains on track to complete the project in the summer of 2026.

IV. Next Steps & Future Focus (What is planned for the future?)

1. Construction Progress:
 - a. Steel decking/concrete and masonry walls to follow structural steel erection.
 - b. Interior Construction will continue on the 1st floor and 2nd floor.
 - c. Periodic inspections from the city are ongoing.
 - d. Carpet installation on the 2nd floor starts in late March.

2. The construction budget is updated monthly with the submission of the pay application.

Summary:

- a. Total Budget \$15,724,044.
- b. Cost to date: \$3,374,876.
- c. Contingency Remaining: \$221,009.
- d. FF&E Remaining: \$250,000.

F. Current Project Photos



Drywall Installation



Structural Steel Erection



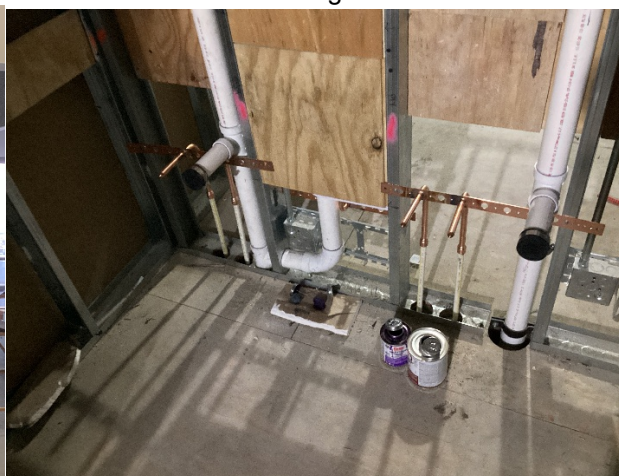
Mechanical Heating Lines



Wall Painting



Wall Painting



Restroom Rough-in

**Expenditure Contracts Signed
January 2026**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

Name	Amount*	Contract Source**	Description
VIA Actuarial Solutions	\$13,100.00*	Business Services (DU)	GASB 75 Actuarial Services for Duluth Public Schools. VIA Actuarial Solutions helps organizations understand and manage their pension and healthcare financial risks
Ricky DeFoe	\$1,000.00*	TLE (DR)	Providing four presentations of American Indian Culture on 1/16/26 at EHS
Jeffery Melton	\$600.00*	TLE (DR)	Providing four presentations of American Indian Culture on 1/16/26 at EHS
Anthony Nold	\$2,000.00*	Early Childhood (DR)	Nine, one-hour classroom lessons between the dates of 1/20/26 – 5/29/26. One family event per building as the showcase/goodbye
Lyric Opera of the North	\$750.00*	Homecroft ES (DU)	LOON performance at Homecroft Elementary School
Lyric Opera of the North	\$750.00*	Stowe ES (DU)	LOON performance at Stowe Elementary School
School Mate	\$531.50	Lester Park ES (DR)	2026/27 School Planners
Robert Giuliani	\$12,000.00*	Denfeld HS (DR)	CTE Culinary Instructor at DHS
Tina Weber	\$1,500.00*	Denfeld HS (DU)	DHS Choir Piano Accompaniment

Kylee Stroble	\$500.00*	Denfeld HS (DU)	DHS Choir Services
Anthony Ferguson	\$477.00*	Denfeld HS (DU)	DHS Drama Choreography
George Swanson	\$3,600.00*	East HS (DU)	EHS Holiday Concert Services
Ballfrog	\$4,500.00	East HS (DR)	Activities management system that will professionalize presence to the public, improve communication from all our activities, and limit outside entities from posting to team sites



November 21, 2025

Simone Zunich
Executive Director of Business Services
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Re: Engagement Letter for GASB 75 Actuarial Services – Duluth Public Schools

Dear Simone:

Thank you for this opportunity to provide GASB 75 Other Postemployment Benefit (OPEB) actuarial services to Duluth Public Schools (the District). This letter documents the services we will provide for the District's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Duluth Public Schools (hereafter "District" or "you" or "yours" or "Client") and the Duluth Public Schools retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

A handwritten signature in black ink that reads "Emily Erickson".

Emily A. Erickson, FSA, MAAA, FCA
Consulting Actuary

L/D/C/R: 3/sak/eae

Scope of Services

The GASB 75 accounting rules require a “full” actuarial valuation every two years, while a simplified roll-forward report is required in the “off years”. Our proposed scope and fees outlined below include both the “full” and roll-forward valuation reports.

Services Provided	Fixed Fee
FYE 2026 “full” GASB 75 actuarial valuation report	\$10,000
FYE 2027 GASB 75 roll-forward valuation report	\$3,100

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2026, our hourly rates are \$165 to \$265 for actuarial analysts and managers and \$365 to \$425 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the District’s financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2028 and each year thereafter. VIA will propose inflationary adjustments to the District before beginning work on the FYE 2028 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

Terms and Conditions *(continued)*

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning July 1, 2025 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Minnesota Actuarial Disclosure

VIA Actuarial Solutions is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 75 OPEB reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our OPEB work with the District along with our LCPR assignment.

Acknowledgement and Consent

The undersigned authorized representative of Duluth Public Schools (the District) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the District to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement. I also expressly agree to VIA Actuarial Solutions' ongoing work for us as well as their LCPR assignment.

Date: Jan 20, 2026

By Simone Zinich

Title Exec. Dir. Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 01/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective 01/09/2026, 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.

Ricky DeFoe will provide 4 presentations of American Indian Culture on 01/16/2026 at East High School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$1000.

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 the 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: Annemarie Schilling , 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 Ricky DeFoe at 704 Ishpeming Road, Cloquet, MN 55720

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Andy W. DeFoe _____ 01/09/2026
Contractor Signature SSN/Tax ID Number [Redacted] Date

[Signature] _____ 01/13/24
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunic _____ 1/14/26
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 01/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, 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 01/09/2026, 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.

Jeffery Melton will participate in 4 presentations of American Indian Culture on 01/16/2026 at East High School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$600.

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 the 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: Annemarie Schilling , 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 Jeffrey Melton at 704 6264 E. County Road A, Solon Springs, WI 54873.

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jeffrey Miller _____ 1/13/26
 Contractor Signature SSN/Tax ID Number _____ Date

[Signature] _____ 1/13/26
 Program Director _____ Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunic _____ 1/14/26
 CFO / Superintendent of Schools / Board Chair _____ Date

AGREEMENT

THIS AGREEMENT, made and entered into this 09 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Nold, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Schedule nine, 1 hour classroom lessons in each classroom (2 classrooms-total of 18 hours) between the dates of January 20, 2026-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 09, 2026, and shall remain in effect until June 05, 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.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and in performing said obligations up to a sum not to exceed \$2000.00 in artist fees.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Anthony Nold,

5725 Highland St, Duluth MN 55807

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

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

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

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

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

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

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

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

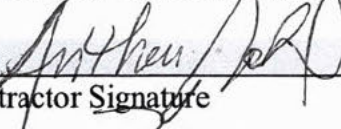
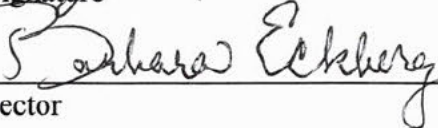
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 01/09/26

 Program Director _____ Date 2-13-26

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

This contract is funded by either:

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

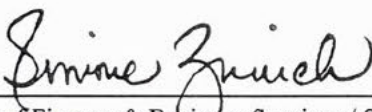
Please check the appropriate line below:

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

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 1/22/26

LYRIC OPERA OF THE NORTH

January 16, 2026

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Homecroft Elementary School.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Homecroft Elementary School in Duluth, in the school gymnasium, on Tuesday, February 24, 2026.** This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

8:00 a.m. LOON loads into the performance space at school.

8:30 a.m. Begin rehearsal with the student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:15.m. Audience takes their places.

9:20 a.m. Performance and Q&A.

10:10 a.m. END of performance, LOON loads out.

10:40 a.m. Gym is empty.

1. Music Teacher agrees to **prepare on-stage chorus of no more than 16 student singers***, from which you will **assign 2 students with speaking roles** (Soldier and Justice of the Peace) to appear in this performance. Speaking roles should come from the singing chorus. *If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: **please check to see if gym fans can be turned off.** This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. Checks made payable to Lyric Opera of the North are preferred. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.

LYRIC OPERA OF THE NORTH

- 6. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
- 7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
- 8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

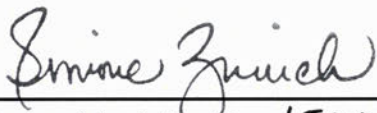
We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



1/1/2026

Sarah Lawrence
General Artistic Director

Date



1/20/26

Principal or Music Teacher / Exec. Dir. Business Services

Date

INVOICE

Lyric Opera of the North
506 W Michigan St
Duluth, MN 55802

info@loonopera.org
+1 (218) 464-0922
www.loonopera.org



Bill to

ISD 709 - Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Ship to

ISD 709 - Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Invoice details

Invoice no.: 2309
Terms: Net 30
Invoice date: 01/10/2026
Due date: 02/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/24/2026	Fees	One Little LOON performance of Elixir of Love	1	\$750.00	\$750.00

Total **\$750.00**

Note to customer

Thank you!

LYRIC OPERA OF THE NORTH

January 16, 2026

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Stowe Elementary School.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Stowe Elementary School in Duluth, in the school gymnasium, on Friday, February 13, 2026**. This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

8:00 a.m. LOON loads into the performance space at school.

8:30 a.m. Begin rehearsal with the student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:15.m. Audience takes their places.

9:20 a.m. Performance and Q&A.

10:10 a.m. END of performance, LOON loads out.

10:40 a.m. Gym is empty.

1. Music Teacher agrees to **prepare on-stage chorus of no more than 16 student singers***, from which you will **assign 2 students with speaking roles** (Soldier and Justice of the Peace) to appear in this performance. Speaking roles should come from the singing chorus. *If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: **please check to see if gym fans can be turned off**. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. Checks made payable to Lyric Opera of the North are preferred. **The cost of the performance is \$750.00**. Payment can be made at any time from now until the day of the performance.

LYRIC OPERA OF THE NORTH

6. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

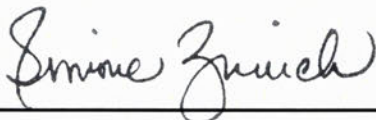
We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



1/1/2026

Sarah Lawrence
General Artistic Director

Date



2/3/26

Principal or Music Teacher

Date

26/27 PLANNER QUOTE



Order online, or complete, sign, and email order form to purchaseorders@schoolmate.com, or fax to 800-570-1767. Call 800-516-8339 with questions. Phone orders not accepted.

For Office Use Only - 1/26 #08
 Order # _____
 Date Rec'd _____
 Quote # PQ01302699656

School Name LESTER PARK ELEMENTARY
 District Name DULUTH ISD 709
 Contact Name TRACY THOMPSON Title ADMINISTRATIVE ASSISTANT
 School Mailing Address 5300 GLENWOOD ST
 City, State, Zip DULUTH, MN 55804
 Ship Address (If different, No PO Boxes) 5300 GLENWOOD ST
 Ship City, State, Zip DULUTH, MN 55804
 School Ph 218-336-8875 Fax 218-336-8879
 Cell Ph 218-336-8875 Alt Ph _____
 Email (required) Tracy.thompson@isd709.org

Proof Contact (Provide ALL contact info)
 Name Approved Online Fax _____
 Cell Ph _____ Alt Ph _____
 Home Email (required) _____
 Work Email (required) _____

Bill Attention to: ACCOUNTS PAYABLE
 PO# (opt.) _____ Invoice Us
 Pay by credit card, go to schoolmate.com.

Signature Required Below

Please send me email updates, reminders, and special offers from School Mate®

A CHOOSE PLANNER - Check only 1 product code below. Submit extra order form(s) for additional product(s).											B QUANTITY	
PLANNER TYPE	Kindergarten	Primary	Elementary	Middle School	Navigator	High School	Dated Agenda	Undated Agenda	Classic	Scholar	# Student Planners.....	
Value Planners	<input type="checkbox"/> KGA	<input type="checkbox"/> PRA	<input type="checkbox"/> ELA	<input type="checkbox"/> MSA	<input type="checkbox"/> NVA	<input type="checkbox"/> HSA	<input type="checkbox"/> AGA	<input type="checkbox"/> UDA	<input type="checkbox"/> CLA	<input type="checkbox"/> SRA	105	
Custom Planners	<input type="checkbox"/> KGB	<input type="checkbox"/> PRB	<input type="checkbox"/> ELB	<input checked="" type="checkbox"/> MSB	<input type="checkbox"/> NVB	<input type="checkbox"/> HSB	<input type="checkbox"/> AGB	NA	<input type="checkbox"/> CLB	<input type="checkbox"/> SRB	# Teacher Editions (TE) + ...	
Custom with Handbooks	<input type="checkbox"/> KGC	<input type="checkbox"/> PRC	<input type="checkbox"/> ELG	<input type="checkbox"/> MSC	<input type="checkbox"/> NVC	<input type="checkbox"/> HSC	<input type="checkbox"/> AGC	NA	<input type="checkbox"/> CLC	<input type="checkbox"/> SRC	105	

C VALUE PLANNERS - See Price Chart C
 \$ _____ x Total Planners (TP) (25 min. order, 60 min. for UDA) ... = \$ _____
 KGA PRA ELA MSA NVA HSA AGA UDA CLA SRA
 Continue on to sections H and I.

D CUSTOM PLANNERS (with or without Handbooks) - See Price Chart D
 \$ 3.70 x Total Planners (TP) (60 min. order) ... = \$ 388.50
 KGB KGC PRB PRC ELB ELG MSB MSC NVB NVC HSB HSC AGB AGC CLB CLC SRB SRC
 Continue on to sections E, F, G, H, and I.

E COVERS - For Custom Planners only. Select a cover design and complete the Cover Wording (also indicate if years are to be printed) and Mascot below.

- Poly-Pro™ Cover with school name/mascot in black ink: Design #P- _____ FREE
- Full-Color Agenda Cover - For AGB and AGC only with school name/mascot in black ink: #FC- _____ FREE
- Religious Cover with school name/mascot in black ink: #R- _____ FREE
- One-Color Cover - Indicate 1 standard ink: _____ FREE
 #C _____ Repeat last year's; change year Own design
- Multicolor or Photo Cover - Indicate 2 standard inks: _____ TP x 25¢ = \$ 40.00
 #T _____ Repeat last year's; change year Own design
 Photo Cover #F _____; Own photo OR Photo mascot # _____ Repeat last year's design; change year
 Cover Wording: _____ print 2026-2027
 Mascot: Online mascot # _____ Own mascot Repeat last year's mascot
- Custom Back Cover Own design Repeat last year's Solid - standard ink: ROYAL-286 TP x 25¢ = \$ 40.00
 Custom Inside Back Cover (only available with Custom Back Cover) Own design Repeat last year's TP x 25¢ = \$ _____
 (\$40 minimum)

F OPTIONS & TEACHER AIDS - For Custom Planners only. All options ordered will be included in both Student Planners and Teacher Editions.

- Only options available for AGB & AGC are 4, 5, and 6. Only option available for CLB, CLC, SRB & SRC is 6.
- Hall Pass Sheet ... TP x 12¢ = _____
 - Year-Rnd. Suppl. TP x 25¢ = _____ → bind in: front of planner back of planner
 - Char. Ed. Suppl. ... TP x 40¢ = _____
 - Vinyl Pouch. TP x 30¢ = _____
 - Planning Stickers ... TP x 25¢ = _____
- Options 1-5 Total _____
6. Inserts IN1 IN2 IN3 IN4 ... #Total Inserts _____ x 25¢ x TP = \$ _____
- Options for Teacher Editions (TE) only - will be placed in all TEs ordered.
 Grade Records. TE x 85¢ = _____ Lesson Plans (NA for HSB, HSC, SRB, or SRC) TE x 85¢ = _____

G HANDBOOK PAGES - For Custom Planners only.

Note: 1 page is 1 side of a sheet of paper. # Total Custom Pages _____ x 4¢/page (3¢ for HSC, SRC & AGC) x TP = \$ _____
 Repeat last year's pages Press-ready pages enclosed PDF uploaded

H EXTRAS - Available for ALL planners & agendas (Value and Custom).

- Page Marker Rulers - Must order for all, no partials. TP x 20¢ = \$ _____
- Wall Charts - 5 wall charts per case (must order by full case). #cases _____ x \$35 = \$ _____

Order will not be processed without a signature.
 Sign Here Ermine Zuehl Date 2/2/26
 By signing, you agree to School Mate's Terms & Conditions

I SHIPPING & ORDER TOTALS

Subtotal = \$ 468.50
 RUSH Production - 4 weeks (Custom Planners only) - add 20% (\$75 min.) = \$ _____
 Shipping - (AK, HI, APO, FPO call for pricing) 48 states. 60¢/planner = \$ 63.00
 Pretax Total = \$ 531.50
 State Tax Customer must provide tax exempt form upon ordering, or customer will be responsible for paying sales tax. = \$ _____
 Delay Ship (opt.): Apr 24 May 8 June 12 July 10 July 17
 July 24 July 31 Aug 7 Aug 14 Aug 21 Aug 28

531.50
TOTAL

Special Instructions: Please attach if you have any.

You have a tax exempt certificate on file for us already.

Quote prepared by: WEB Valid until: 5/6/2026

2026-2027 Planner Pricing & Delay Shipping

CHART C. Value Planner Pricing

Code	Quantity	25+	50+	100+	250+	500+	1000+
KGA PRA ELA MSA NVA	Price	4.15	3.65	3.40	3.35	3.30	3.20
	Price w/ discount*	3.90	3.40	3.15	3.10	3.05	2.95
	Price	3.90	3.40	3.15	3.10	3.05	2.95
HSA	Price w/ discount*	3.65	3.15	2.90	2.85	2.80	2.70
CLA	Price	3.90	3.40	3.15	3.10	3.05	2.95
SRA	Price	3.65	3.15	2.90	2.85	2.80	2.70
AGA	Price	3.45	2.95	2.70	2.65	2.60	2.55
UDA	Price	2.25 per agenda (60 minimum order)					

*Order and ALL material must be received by May 6, 2026 to qualify.

CHART D. Custom Planner Pricing

Code	Quantity	60+	100+	150+	250+	500+	750+	1000+	1500+	2000+	
KGB PRB ELB MSB NVB	KGC PRC ELC MSC NVC	Price	4.90	3.95	3.85	3.70	3.55	3.45	3.40	3.35	3.30
		Price w/ discount*	4.65	3.70	3.60	3.45	3.30	3.20	3.15	3.10	3.05
		Price	4.60	3.65	3.55	3.40	3.25	3.15	3.10	3.05	3.00
HSB	HSC	Price w/ discount*	4.35	3.40	3.30	3.15	3.00	2.90	2.85	2.80	2.75
CLB	CLC	Price	4.65	3.70	3.60	3.45	3.30	3.20	3.15	3.10	3.05
SRB	SRC	Price	4.35	3.40	3.30	3.15	3.00	2.90	2.85	2.80	2.75
AGB	AGC	Price	4.05	3.10	3.05	3.00	2.90	2.80	2.75	2.70	2.65
TB QB	TC QC	Quantity	100+	150+	200+	250+	300+	400+			
		Price	5.80	4.30	3.60	3.55	3.25	2.75	School Events Agendas must be ordered online.		

*Order and ALL material must be received by May 6, 2026 to qualify.



Order Early • Save Money • Ship Later

Save time and get immediate pricing with our easy online quote calculator at schoolmate.com.

Delay shipping information applies to both planners and folders.

WHAT IS A DELAY SHIP DATE? A delay ship date allows you to specify when you want your order to ship. We will produce your order upon receipt, and if your order is complete before the chosen delay ship date, we will hold the order and ship it on the date requested. If your order was not placed in time to allow for the full production schedule and you chose a delay ship date, the order will ship upon completion after the delay ship date.

SCHOOL CLOSED FOR SPRING BREAK OR SUMMER BREAK? Order early and choose a delay ship date to ensure someone is at the school to receive the shipment. This will save you from incurring additional shipping charges if the order is returned to us by the carrier.

NEED YOUR INVOICE DATED AFTER A SPECIFIC DATE? Choose a delay ship date, and we will ship and invoice your order on the requested delay ship date. Please allow for production time when ordering.

IS A DELAY SHIP DATE A DELIVERY DATE? No. A delay ship date is the date you would like your order to leave our facility upon completion. Shipping time is an additional 2–8 business days for orders shipped within the 50 states. Please note that a delay ship date is not a receive date.

WANT TO TAKE ADVANTAGE OF OUR EARLY ORDERING, BUT CANNOT GET A PO UNTIL JULY? Place your order early and select a delay ship date. We will complete your order, and then wait to ship it until the requested delay ship date. We will invoice your order at the time of shipping. Payment is not due until Sept. 1, 2026 (some exclusions apply). See our delay ship dates below.

2026 DELAY SHIP DATES:
April 24 • May 8 • June 12 • July 10 • July 17 • July 24
July 31 • August 7 • August 14 • August 21 • August 28

Order online or get a quote: schoolmate.com/ordering

Email Order Form:
purchaseorders@schoolmate.com

Fax Order Form:
800-570-1767

Mailing Address:
School Mate
PO Box 2110
Kearney, NE 68848-2110

Call for Quote*:
(Phone orders not accepted)
800-516-8339
Mon-Fri, 8-5 CST

Upload Custom Material: uploader.schoolmate.com/#/customer/new

*School Mate must receive a signed order form or an online order. We do not accept phone orders.
Download an order form at schoolmate.com/downloads/porder.pdf.

Use our online quote calculator today!

2026-2027 Planner Terms & Conditions

Early Order Discount

- **Save 25¢ per planner if we receive your order by May 6, 2026.** See prices on p. 20. Discount does not apply to Classic & Scholar Planners, Agendas, or School Events Agendas, and cannot be used with other discounts or on reorders after the deadline.
- **IMPORTANT:** ALL material (mascot/logo, handbook pages, cover, etc.) must be received to begin processing the order. Incomplete orders do not qualify, and discount will be invalidated if material arrives late or changes are made after May 6, 2026.

Ordering

- School Mate® agrees to produce planners in accordance with information furnished on the order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish a completed, **signed** order form and all material to be produced in the Customer's planners, including handbook pages, mascot, and other material with no subsequent changes. The Customer specifically representing the submitting organization is at least 18 years old and is fully authorized to sign this application as agent on behalf of the organization.
- Order online at schoolmate.com/ordering, or email a complete, signed order form to purchaseorders@schoolmate.com or fax to 800-570-1767. Phone orders not accepted.
- A submitted order constitutes a binding Contract between School Mate and the Customer. No other statements or oral agreements are binding.
- We recommend ordering extra to account for unexpected enrollment, transfer students, and lost planners/agendas. Reordering more planners/agendas later may cost more.
- If Customer's organization requires a PO, the Customer is responsible for providing it and notifying their purchasing department of changes that may affect the PO. School Mate's terms supersede any terms from a PO or written bid.
- If order must be delivered by a specific date, the Customer is responsible for placing the order on time and for charges incurred if the order is refused due to PO expiration.
- Orders outside the USA are not accepted, except for orders from schools with APO and FPO addresses. School Mate reserves the right to deny orders from individuals, retailers, non-educational parties, or others for just cause.
- Supplies are limited, School Mate reserves the right to substitute front & back covers.
- Multiple orders cannot be combined for volume discounts.
- Customer warrants that releases have been obtained to reproduce any copyrighted or trademarked material submitted with order. If Customer furnishes custom material, Customer shall hold School Mate and its subsidiaries harmless against claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise, because of the manufacture, use, marketing, or sale of planners.

Reorders

- A reorder is a subsequent order requesting planners/agendas for the same school year. Contact School Mate if you need to place a reorder.
- Custom Planner and Agenda reorders require a minimum of 25. Value Planner and Agenda reorders require a minimum of 10. Undated Agenda reorders require a minimum of 60. School Events Agenda reorders require a minimum of 100.

Payment

- Orders will be invoiced upon shipping. Payment from schools or school districts is due Sept. 1, 2026. Payment terms for orders shipped after Sept. 1, 2026 is Net 30. Accounts 30 days past due will be charged 1.33% interest per month (16% annum) or maximum allowed by law. The Customer is liable for any collection fees incurred. School Mate reserves the right to require prepayment. All prices are based on USA currency.
- Delayed shipping and invoicing are available.
- If order is canceled, the Customer is liable for any costs in preparation or production of the order.
- Customers must submit a valid tax-exempt form before invoicing. Without it, sales tax will be added and must be paid. The amount may change upon verification.

Free Proof

- Proofs are emailed for material that requires design. Proofs are not sent for press-ready handbooks.
- Provide a proof contact person and contact info (phone/email), or order will be delayed. Proofs are emailed after order is received if proof was not approved upon ordering. Customer must approve the proof within 3 business days to avoid delays.
- Overlooked errors or material inadequately submitted by the Customer are considered Customer errors.

Production

- Production begins the day **after** the completed, **signed** order form and all material is received. Delayed material will delay production and ship date.
- Normal or Rush Production time does not include weekends, holidays, or shipping time. **See chart below.** Normal Production time is **estimated** as seasonal demands, shortages, or any other reasonable causes can affect it.
- School Mate is not responsible for requested changes after the book is in process. Changes to orders or production halts will incur charges and delay shipping.

Value Planners/Agendas & Undated Agendas

KGA, PRA, ELA, MSA, NVA, HSA, CLA, SRA, AGA, UDA

Production Time.....1–2 weeks

Custom Planners/Agendas – KGB, KGC, PRB, PRC, ELB, ELC, MSB, MSC, NVB, NVC, HSB, HSC, CLB, CLC, SRB, SRC, AGB, AGC, TB, TC, QB, QC

RUSH Production.....4 weeks

*Normal Production.....6 weeks

RUSH orders incur a 20% upcharge on the subtotal (\$75 min.). All material must be stock items or press-ready if custom.

NOTE: Orders ship once completed; however, earliest orders ship spring 2026. If necessary, choose a delay ship date to ensure someone can receive the order. Check your school calendar.

*Orders may require 6–9 weeks for Normal Production due to heavy demand.

Shipping

- Allow 2–8 business days for delivery within the 50 states. For APO and FPO orders, allow approx. 6–12 weeks (USPS does not guarantee a service commitment for APO and FPO addresses).
- All orders within the 50 states ship via UPS ground or truck from Kearney, NE. APO and FPO orders ship via standard post. To prevent shipping delays, School Mate reserves the right to deny Customer-specified carriers or accounts. Shipping charges within the contiguous USA are 60¢ per book. AK, HI, APO, and FPO orders cost extra; call for charges.
- Orders must be shipped to a school or school district address.
- UPS will deliver to the door only. Truck drivers are not required to unload. The Customer may be responsible for unloading items.
- Choose a delay ship date, if needed, to ensure someone is available to receive order (not available for APO/FPO orders). If order is returned to School Mate because no one was available to receive the order, or if freight is rerouted, the Customer is liable for extra charges.
- Books cannot be returned for any reason.
- Defective books, not due to shipping damage, must be reported to School Mate within 90 days of ship date. School Mate reserves the right to repair, replace, or credit defective books. Book damage due to shipping or any other shipment issues must be reported within 7 days. The Customer must retain all packaging, including boxes, for a claim to be made.
- School Mate is not responsible for delays in shipping or receipt of order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond School Mate's control.

AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 12/1/25 and shall remain in effect until 3/31/26, 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.** CTE Culinary Instructor at Denfeld HS

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$40.05 hourly and \$12,000.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Robert Giuliani - 2519 W Skyline Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 (Feb 4, 2026 14:31:06 CST)  Feb 4, 2026

Contractor Signature SSN/Tax ID Number Date
 2/4/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	215	365	830	305	252
XX	X	XXX	XXX	XXX	XXX	XXX

 2/4/26

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

ISD 709 Calendar 2025-26 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	Indep. Day HOLIDAY 4												Labor Day HOLIDAY 1	Gr. 1-12 First Day 2		Grade K First Day 4								
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	MEA WEEKEND 16	17	18		
20	21	22	23	24	25	26	Flexible Teacher Work Time (8hrs total)							21	22	23	24	25	26	27	19	20	21	22	23	24	25		
27	28	29	30	31			24		All Staff PD Day 25	Teacher WD/SD 26	Teacher Work Day 27	28	29	30	28	29	30				26	27	28	29	30	HM 31			
NOVEMBER							DECEMBER							JANUARY							FEBRUARY								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1		1	2	3	4	5	6					New Years HOLIDAY 1	PD Day 2	3	1	X 2	X 3	X 4	X 5	X 6	7		
2	PD Day 3	4	5	6	7	8	7	PD Day 8	X 9	X 10	X 11	X 12	13	4	X 5	X 6	X 7	X 8	X 9	10	8	9	10	11	12	13	14		
9	10	11	12	13	14	15	14	X 15	X 16	X 17	X 18	X 19	20	11	X 12	X 13	X 14	EHM 15	Teacher Work Day 16	17	15	Pres. Day HOLIDAY 16	Winter Recess 17	Winter Recess 18	Confer. Makeup 19	Confer. Makeup 20	21		
16	17	18	19	20	21	22	21	X 22	X 23	Winter Recess 24	Winter Recess 25	Winter Recess 26	27	18	M.L.K. HOLIDAY 19	X 20	X 21	X 22	24	22	23	24	25	26	27	28			
23					Thanksgiving HOLIDAY/ Recess 27	28	28	Winter Recess 29	Winter Recess 30	Winter Recess 31			25	X 26	X 27	X 28	X 29	X 30	31										
30	24	25	26																										
MARCH							APRIL							MAY							JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	PD Day 2	3	4	5	6	7				Spring Recess 1	Spring Recess 2	Spring Recess 3	4							1	2						Students Last Day EHM 4	Teacher Work Day 5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	PD Day 4	5	6	7	8	9	7	8	9	10	11	12	13		
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	Juneteenth HOLIDAY 19	20		
22	23	24	25	26	HM 27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27		
29	Confer. Makeup 30	Confer. Makeup 31					26	27	28	29	30		24	Mem. Day HOLIDAY 25	26	27	28	29	30	28	29	30							

KEY DATES

- First day for Grade 1-12 students - September 2, 2025
- First day for Kindergarten students - September 4, 2025
- Schools will schedule open houses and conferences

- No school for students:
- Last day for students - June 4, 2026

GRADING TERMS

Elementary Schools (E):

- Term 1: September 2 to January 15
- Term 2: January 20 to June 4

High Schools (H) and Middle Schools (M):

- Term 1: September 2 to October 31
- Term 2: November 4 to January 15
- Term 3: January 20 to March 27
- Term 4: April 7 to June 4

- No school Cold Day

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of December, 20 25, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Weber, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ~~October 15, 2025~~ NOV. 1 2025 and shall remain in effect until June 15th 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 35 hourly and \$ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

Tina Weber

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

* 219 N. Cloquet Rd. E., Duluth, MN 55810

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[Signature] _____ [Redacted] _____ 12/12/2025
Contractor Signature SSN/Tax ID Number Date

Rachel Lopez _____ 12/10/25
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	245	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] _____ 1/8/26
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of September, 20 25, by and between Independent School District #709, a public corporation, hereinafter called District, and Kylee Stroble, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/1/25 and shall remain in effect until 6/12/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30 hourly and \$500 in total.

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

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

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

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

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

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

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

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

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

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

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

X Kylee Stroble, 131 N 21st Ave E Floor 2, Duluth, MN 55812

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

X  [REDACTED] 12/12/25
 Contractor Signature SSN/Tax ID Number Date

Racine Lofald 12/12/25
 Program Director Date

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

This contract is funded by either:

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

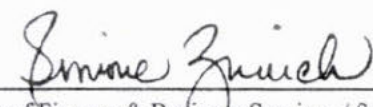
Please check the appropriate line below:

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

01	E		715	798	000	305	432
XX	X		XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

 1/8/26
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Ferguson, an independent contractor, hereinafter called Contractor.

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

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

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

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 477 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
315 N. Lake Ave. Apt. 212, Duluth, MN 55806

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[Signature] _____ [Redacted] _____ 10/15/25
Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] _____ 1/22/26
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of Jan, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and George Swanson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept. 2025 ~~2024~~ and shall remain in effect until 12/31/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Must be included) 2025 EHS Holiday Concert Services
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,600 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 7985 Swan Lake Rd, Culver MN 55779.

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

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

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

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

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

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

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

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

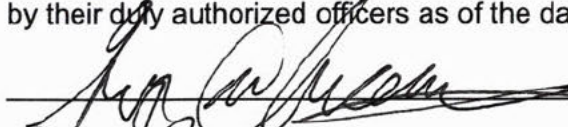
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


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

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


THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature


 SSN/Tax ID Number

1-22-26
 Date


 Date
 1/27/26

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	220	298	000	305	433
XX	X	XXX	XXX	XXX	XXX	XXX


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

1/28/26
 Date



Ballfrog Subscription Agreement

Customer: Duluth East High School

Key Contact: Bill Zwak, billzwak@yahoo.com, 218-428-3981

Accounting Contact: Bill Zwak, william.zwak@isd709.org

Address: 301 N. 40th Ave. E., Duluth, MN, 55804

Date: Wednesday, January 21, 2026

Strategic One-Time Setup Fee

\$495, due upon execution of this Agreement.

Year 1 Prorated Subscription

\$1,875, covering service from February 1, 2026 through June 30, 2026, due upon execution of this Agreement.

Year 2 Subscription

\$4,500 annual subscription fee, due July 1, 2026.

Year 3 and Each Year Thereafter

\$4,500 annual subscription fee, due July 1 of each year.

This Agreement is made and entered into by and between Ballfrog.com , LLC, a Tennessee LLC with principal offices in Nashville, Tennessee, hereinafter referred to as “Ballfrog”, and you, the “Customer” listed above, regarding your purchase and use of the Ballfrog platform, applications and services (collectively the “Services”), with those recipients of these Services being known as “Users”. This Agreement constitutes the entire agreement between Ballfrog and Customer regarding the Services and is subject to all of the pricing, schedules, and provisions herein.

**IMPLEMENTATION & SET UP FEE**

Ballfrog agrees to design, implement, and configure the Services according to Customer's unique operations. Below are the one-time charges associated with Customer's Implementation, Service Activation, and Training that will occur during the Implementation Period. Any additional requirements may be subject to additional fees.

<i>Description</i>	<i>Fee</i>
App Build, Design, & Publish	\$1,495.00
Website Build, Design & Publish	<i>Included</i>
Total One-Time Fees	\$1,495.00 \$495.00

ANNUAL SUBSCRIPTION FEE

<i>Description</i>	<i>Fee</i>
Branded Mobile App	\$4,000.00
Branded Companion Website	\$500.00
Total Subscription Fees	\$4,500.00

TERM OF AGREEMENT

The initial term for services shall be three (3) years. Thereafter, the agreement will automatically renew for additional one (1) year renewal terms unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the then-current term.

APPROVALS

This agreement is not valid until executed by a Ballfrog authorized signatory. Customer's signature below indicates that Customer has read, agrees to, and accepts this Agreement and the Customer Terms of Service contained herein and acknowledges our standard User Terms of Service available at <https://ballfrog.com/terms-of-service>. This Agreement may be executed in counterparts exchanged electronically. This offer will expire if not executed and returned by an authorized Customer representative 30 calendar days of the Date noted above.



Ballfrog.com, LLC

Customer

Name: Sean Cogan

Name: Simone Zunic

Title: Head of Sales

Title: Exec. Dir. Business Services

Signature: _____

Signature: Simone Zunic

Date: _____

Date: 1/28/26



CUSTOMER TERMS OF SERVICE

1. Payment Terms

1.1. Initial Fees. The one-time Implementation and Set Up Fees as well as the Annual Subscription Fees shall be due upon execution of this Agreement or as designated on the initial invoice.

1.2. Subscription Fees. Ballfrog will charge Customer via ACH for the Services. Annual subscription fees shall be due on the 1st day of the month of the anniversary of the execution of this Agreement and Customer agrees to pay such fees electronically via ACH or by check or credit card. Customer is responsible for paying all applicable taxes and fees.

1.3. Late Payment. Ballfrog will charge a late payment fee of 5% (five percent) monthly on any payment (not being reasonably disputed by the Customer) that is not received when due. Ballfrog is entitled to recover a reasonable amount (including attorneys' fees) expended in connection with the collection of fees not paid when due. Ballfrog may suspend or terminate the Services for non-payment of fees.

1.4. Change Fees. After both Apple and Google stores have approved the Customer's applications, should Customer request any design changes requiring a new submission of the technology to both the Apple and Google stores if requested by Customer and such requests are above and beyond the provided scope of the technology capabilities, Ballfrog will charge Customer for Services rendered upon written approval by Customer.

2. Technical Requirements

Because the Services are "cloud-based", Customer understands that in order to access and utilize the Services, Customer and Users will need their own dedicated high-speed internet access or other network connectivity. Ballfrog is not responsible for providing or maintaining this access or connectivity to Users or the Customer or for troubleshooting Customer's network or Customer Systems. Customer may be required to download and install Ballfrog software or mobile applications or access Ballfrog websites to use the Services. Because it is a cloud-based solution, enhancements and upgrades to the Services are made on a regular basis. Ballfrog may change the Services by adding or removing features without notice.

3. Intellectual Property & User License

Ballfrog agrees to provide Customer with a limited, personal, non-exclusive, non-transferable, non-sub-licensable license to use the Services in accordance with the terms of this Agreement. Customer may not use the software or websites for any purpose other than in connection with Customer's own use of the Services. All title to and rights in the software and websites remain with Ballfrog and/or its vendors and partners. Customer agrees not to take any action to interfere with these rights or otherwise gain unauthorized access to the intellectual property embodied in the software and websites.

4. Customer Data & Content

Customer understands that Ballfrog may collect, use, process and store information pertaining to Customer's account and use of the Services. Ballfrog acknowledges that Customer retains ownership of all such proprietary data and information, and Customer acknowledges that Ballfrog acts only as a passive conduit of such information. Ballfrog will not disclose such information to any third party except as necessary to maintain and provide the Services or as otherwise required to comply with applicable law. Customer is responsible for all files and content shared with Ballfrog via any integration, EDI, API, or other mechanism, and Customer agrees to not transmit unlawful information, viruses, or otherwise harmful content or information.





5. Termination

5.1. At Term. The period that you may access and use the Services shall include an initial contract period ("Initial Term") together with any and all subsequent renewal periods ("Renewal Terms"). The length of the Initial Term shall be as specified above. After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month Renewal Terms on each anniversary thereof, unless either party provides notice of non-renewal sixty (60) days prior to expiration of the then-current term.

5.2. For Cause. Customer agrees that BALLFROG may suspend or terminate Customer's access to the Services without notice if: (i) Customer's account is more than 60 days past due; (ii) Customer becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business; (iii) BALLFROG determines that Customer has violated this Agreement, or (iv) BALLFROG is required to do so by any court or government authority. If Customer's account is more than 60 days past due all of the amounts due under this Agreement shall become immediately due and payable.

6. No Warranties

CUSTOMER AGREES TO USE THE SERVICES AT ITS OWN RISK. CUSTOMER AGREES THAT BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY HARM OR DAMAGES THAT RESULT FROM CUSTOMER'S USE OF THE SERVICES. BALLFROG DOES NOT GUARANTEE THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CUSTOMER'S USE WITHOUT WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY. BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES DO NOT MAKE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR NON INFRINGEMENT.

7. Limitation of Liability

CUSTOMER AGREES THAT BALLFROG, AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGES ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES EVEN IF BALLFROG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT THE LIABILITY OF BALLFROG AND ITS SUPPLIERS, RESELLERS AND AFFILIATES TO CUSTOMER FOR ANY CLAIM WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO BALLFROG FOR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

8. Other Legal Terms

8.1. Compliance with Laws. Customer agrees to comply with all applicable laws and governmental regulations in connection with its use of the Services.

8.2. Indemnification. Customer agrees to indemnify, defend and hold BALLFROG free and harmless from any loss, cost, liability or damage, including attorneys' fees, which BALLFROG becomes liable for by reason of acts or omissions of Customer. BALLFROG will not be liable to Customer or any others for any loss or damages due to Customer's use of the Services.

8.3. Severability. If any provision in this Agreement is held to be invalid or unenforceable the remainder of this Agreement will be valid and enforceable.

8.4. Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of such right or provision.

8.5. Assignment. BALLFROG shall have the right to assign this agreement to an affiliate or successor entity, including a purchaser of BALLFROG.



8.6. Notices. All notices required to be sent under this Agreement shall be deemed to have been duly given if (i) sent to the recipient by reputable courier service including USPS; or (ii) transmitted by electronic means upon confirmation of receipt. Any notices must also be sent to Written: BALLFROG.com LLC, Attn: Notices, 1814 Nolensville Pike, Nashville, TN 37210 or Email: info@ballfrog.com.

8.7. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee and each party hereby consents to the exclusive jurisdiction of the federal and state courts in that state. Each party submits to personal and subject matter jurisdiction in such court and agrees that such party will not contest venue.

8.8. Time To Bring Claim. No legal action or claim against either party may be brought under this Agreement unless such legal action or claim is commenced within one year after the occurrence causing the alleged harm.

8.9. Modification. No alteration, amendment, waiver, cancellation or any other change to the terms and conditions outlined in this Agreement will be valid or binding on either party unless it has been mutually assented to in writing by both parties.

**No Cost Contracts Signed
January 2026**

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

Name	Contract Source	Description
True North Goodwill	Duluth Adult Education	MOU - True North Goodwill will partner with DAE and Yes Duluth to provide support for 12 opportunity youth ages 18-24 in earning their GED/HIS Diploma, gaining construction experience and developing leadership and work-readiness skills through the MN DEED YouthBuild Grant



Inspiring personal transformation through the power of learning and career development

700 Garfield Avenue | Duluth, MN | 55802

MEMORANDUM OF UNDERSTANDING

WHEREAS, **True North Goodwill** and **Duluth Adult Education**, along with Boreal Development and City of Duluth Workforce Development, have come together to implement the Youthbuild grant, funded by the Minnesota Department of Employment and Economic Development (MN DEED).

WHEREAS the partner(s) listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

True North Goodwill Northern MN and Northwestern WI (TNG), registered 501(c)3, inspires personal transformation through the power of learning and career development. Revenue from 13 stores across 29 counties funds operating expenses and offsets the cost of workforce and re-entry programming. TNG provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or attaining employment.

Boreal Development is dedicated to creating equitable zero-energy housing and a green collar workforce in the Arrowhead region. Their mission is to lead the transition to zero-carbon buildings and reduce racial and economic disparities in communities through providing comprehensive construction training and engaging in sustainable housing initiatives.

Duluth Adult Education (DAE) is a Minnesota Adult Basic Education provider dedicated to helping adult students build core math and reading skills, earn GEDs and high school diplomas, improve computer literacy skills, and prepare for post-secondary education.

Duluth Workforce Development's Youth Employment Services program (YES Duluth) provides employment and education support for eligible youth and young adults that live in Duluth and are ages 14 to 24 at the time of enrollment. YES Duluth connects with in-school and out-of-school youth through our strong network of community partners to provide career exploration, work readiness and leadership development training, and support for achieving education and employment goals. These partners include Life House, Family Freedom Center, ISD709, AICHO, employers, Community Liaisons, youth serving organizations, Duluth Workforce Development staff, and CareerForce Partners.

II) Purpose and Scope:

TNG will partner with Boreal, DAE, and YES Duluth to provide support for 12 opportunity youth ages 18-24 in earning their GED/HIS Diploma, gaining construction experience, and developing leadership and work-readiness skills through the MN DEED YouthBuild grant.

Success Measures:

- Earn CPR/First Aid Certificate
- 12/12 Earn OSHA-10 Safety Certificate
- 12/12 Complete 9 units of MC3 curriculum
- 10/10 Complete hands-on training
- 10/10 Earn GED/HS Diploma
- 12/12 Complete Leadership/Life Skills Training
- 10/10 Obtain employment
- 6/6 Retain employment; and/or enroll in post-secondary education

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

TNG will:

- Serve as the grant lead and coordinate training logistics in partnership with (PARTNER) staff.
- Track actual incurred grant costs and retain documentation of these costs and submit to MN DEED staff upon request.
- Submit payment requests to DEED monthly, by the 20th of the following month.
- Provide program invoices with backup documentation quarterly to DEED.
- Submit quarterly narrative that describes progress of the award on the 30th of the month following the end of the quarter.
- Notify DEED of any proposed changes to scope of project, project activities, budget, work plan, grant expenditures, partners, or completion date and that any changes must be approved by DEED.
- Perform screening to ensure applicants have the interest, necessary foundational skills, and meet eligibility criteria.
- Provide case management/support services for participants enrolled in Youthbuild.
- Communicate any concerns with shared participants to partners in a timely manner.
- Conduct at least one monitoring visit to ensure compliance for programmatic and financial records.
- Provide progress report(s), course evaluations, and all necessary forms on a quarterly basis and a final report upon program completion to DEED.
- Provide Compensation to Duluth Adult Education for up to \$34,680 for instruction preparation and class time, and up to \$2,400.00 for CSAS testing over the course of the program, which ends June 30, 2027.

Boreal Development will:

- Serve as the lead for construction and housing components of the project.
- Serve as General Contractors and instructors for the workshop/worksites portion of the program.
- Provide instruction of the MC3 curriculum.
- Coordinate field trips for cohort participants with TNG staff.
- Maintain data, learning assessments, student milestones, and instructional material.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.

- Submit invoices incurred costs and backup documentation to TNG's Senior Manager of Grant Management and Compliance by the 10th of every month.
- Provide quarterly narrative that describes progress of the success measures above and submit it to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30th is due by October 20th).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator.
- Participate in at least one monitoring visit conducted by TNG as pursuant to grant agreement.

DAE will:

- Provide GED/HIS Diploma instruction and contextualized math and reading support.
- Maintain data, learning assessments, student milestones, and instructional materials.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.
- Submit invoices of incurred costs and backup documentation that includes cost breakdown (i.e. hours worked, mileage log, receipts) to TNG's Senior Manager of Grant Management and Compliance by the 10th of every month.
- Provide quarterly narrative that describes progress of the success measures above and submit to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30th is due by October 20th).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator in a timely manner.
- Participate in at least one monitoring visit conducted by TNG as pursuant to grant agreement.

Duluth Workforce Development will:

- Enroll Youthbuild participants in YES Duluth
- Provide instruction of leadership development and work readiness education in conjunction with TNG's Case Manager.
- Maintain data and provide metrics on participants' progress towards outcomes to TNG.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.
- Provide stipends, per YES Duluth program policy, to participants related to engagement in the leadership development training program component
- Provide quarterly narrative that describes progress of the success measures above and submit to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30th is due by October 20th).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator in a timely manner.

IV) Duration of Agreement

Boreal Development: November 1, 2025 to June 30, 2027.

DAE: November 1, 2025 to June 30, 2027.

Duluth Workforce Development: November 1, 2025 to June 30, 2027.

V) Financial involvement/commitment:

This agreement is not a commitment of funds. Duluth Workforce Development, through Youthbuild participant enrollment in YES Duluth, will provide leveraged and matched resources in support of Youthbuild program outcomes.

Please send invoices via email or USPS to Carolyn Brown, Senior Manager of Grants and Compliance: cbrown@truenorthgoodwill.org or


True North Goodwill
Attn: Carolyn Brown
300 Garfield Ave.
Duluth, MN 55802

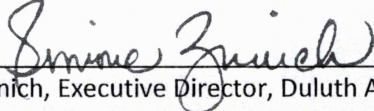
VI) Data Practices

All data collected, created, received, maintained, or disseminated for any purpose by the Parties because of this Memorandum of Understanding is governed by the Minnesota Data Practices Act.

VII) Signatures

TNG and (PARTNER) agree to collaborate and provide services as detailed above in Section III to participants of the DEED Youthbuild grant.

BY:  DATE: _____
Dodie Brown, President & CEO, True North Goodwill

BY:  DATE: 1/28/26
Simone Zurich, Executive Director, Duluth Adult Education

Date: 01/27/2026

To: Dorothea Hantz, Chair

From: Steven Johnson
Director of Human Resources

Re: Pay Recommendation for revised Clerical Unit positions

Bjorklund Compensation Consulting has recently completed job evaluations for the revised Clerical Unit positions: Exec Asst 52 WK Fed Programs, Exec Asst 52 WK Finance, Exec Asst 52 WK Human Resources, Exec Asst 52 WK Spec Svcs, Exec Asst 52 WK Enroll & Train, OSSS 43 WK Residential, OSSS 45 WK Elementary School, OSSS 48 WK Indian Ed, OSSS ALC, OSSS Community Ed, OSSS 2 WK High School, OSSS 52 WK Middle School, OSSS 2 WK Technology, OSSS 52 WK Transportation, OSSS Facilities, OSSS 38WK, OSSS 42 WK Residentials, OSSS 43 WK Head Start, OSSS 44 WK High School, OSSS 45 WK Adult Basic Ed, OSSS 46 WK Middle School, OSSS 50 WK High School, OSSS 52 WK DSC, OSS 38 WK ECSE, OSS 43 WK Elementary School, OSSS 44 WK High School which is a result of the job classification review process.

The District and the Clerical Union have agreed to remove language in job title descriptions that states if the position is Office Support Specialist, Office Support Specialist Intermediate, Office Support Specialist Senior and Executive Assistant and have the Appendix in the contract denote which position are under which pay scale. It was agreed that several positions will be elevated to the level of Senior Executive Assistant which will be a new level to the Clerical contract. All following job titles will be the agreed upon titles without the denotation of OSS, OSSS, OSSS or EA.

Old Job Title	New Job Title	Appendix Level
Exec Asst 52 WK Fed Programs	Federal Programs Clerical	Senior Executive Assistant
Exec Asst 52 WK Finance	Finance Clerical	Senior Executive Assistant
Exec Asst 52 WK Human Resources	Payroll Clerical	Senior Executive Assistant
Exec Asst 52 WK Spec Svcs	Special Services Clerical	Senior Executive Assistant
Exec Asst 52 WK Enroll & Train	Enrollment and Student Data Specialist	Senior Executive Assistant
Exec Asst 52 WK TLE	Secondary Curriculum Clerical	Senior Executive Assistant
Exec Asst 52 WK TLE	Elementary Curriculum Clerical	Senior Executive Assistant
OSSS 52 WK ALC	ALC/AEO Clerical	Executive Assistant
OSSS 45 WK Elementary School	Elementary School Clerical	Executive Assistant
N/A	Purchasing Clerical	Executive Assistant
OSSI 44 WK High School	Activities Clerical	Executive Assistant
OSSS 52 WK Transportation	Transportation Clerical	Executive Assistant
OSSS 43 WK Residentials	Residential Clerical	Office Support Specialist Senior
OSSS 48 WK Indian Ed	American Indian Education Clerical	Office Support Specialist Senior
OSSS 52 WK Community Ed	Community Education Clerical	Office Support Specialist Senior
OSSS 52 WK High School	High School Clerical	Office Support Specialist Senior
OSSS 52 WK Middle School	Middle School Clerical	Office Support Specialist Senior
OSSS 52 WK Technology	Technology Clerical	Office Support Specialist Senior
OSSI 42 WK Residentials	Residential Clerical	Office Support Specialist Senior
OSSI Facilities	Facilities Clerical	Office Support Specialist Senior
OSSI 50 WK High School	High School Registrar	Office Support Specialist Senior
OSSI 38 WK	Career Center Clerical	Office Support Specialist Intermediate
OSSI 43 WK Head Start	Early Childhood Programs Clerical	Office Support Specialist Intermediate
OSSI 44 WK High School	High School Attendance Clerical	Office Support Specialist Intermediate
OSSI 45 WK Adult Basic Ed	Duluth Adult Education Clerical	Office Support Specialist Intermediate
OSSI 46 WK Middle School	Middle School Attendance Clerical	Office Support Specialist Intermediate
OSSI 52 WK DSC	District Support Center Clerical	Office Support Specialist Intermediate
OSS 38 WK ECSE	Early Childhood Screening Clerical	Office Support Specialist Intermediate
OSS	Elementary School Attendance Clerical	Office Support Specialist Intermediate

Below is a summary of the results:

150

All current positions titled currently under **Executive Assistant** title will be elevated to the **Senior Executive Assistant** level. These Executive Assistants include Federal Programs, Finance, Payroll, Special Services, Enrollment and Student Data Specialist, Elementary Curriculum, and Secondary Curriculum. These Executive Assistants are critical cornerstones pivotal to the efficiency and effectiveness of their departments. These highly strategic, proactive, and exceptionally proficient professionals collectively navigate and orchestrate an extensive, multi-faceted portfolio of responsibilities. Each specialist is assigned specific areas within this comprehensive scope, which collectively encompasses advanced-level administrative and operational leadership, meticulous management of complex financial life cycles, expert administration of critical specialized information and technology systems, and ensuring rigorous adherence to federal and state regulatory compliance.

The comparable worth evaluation resulted in no change in the rating of Executive Assistant Level. Given the same rating, the District proposes to continue to compensate the classification under the Senior Executive Assistant Pay Group, based on points, duties, and level of responsibility. The District and the Clerical Union agree to a 4% increase in pay to the newly created Senior Executive Assistant pay group.

The District and the Clerical Union agree to elevate the positions of ALC/AEO Clerical, Elementary School Clerical, Transportation Clerical, and Activities Clerical from **Office Support Specialist Senior** to the level of **Executive Assistant**.

The District and the Clerical Union agree to categorize the position of Purchasing Clerical as an **Executive Assistant**.

The District and the Clerical Union agree to keep the following positions where they are at on the pay scale at **Office Support Specialist Senior**: American Indian Education Clerical, Community Education Clerical, High School Clerical, Middle School Clerical, Technology Clerical.

The District and the Clerical Union agree to the combination of OSS Senior Residential Clerical and OSS Residential Clerical to become the following position **Residential Clerical** with no change in weeks worked, only title change. The District and Clerical Union also agree to move the position of Residential Clerical from the level of **Office Support Specialist Intermediate** to the level of **Office Support Specialist Senior**.

The District and the Clerical Union agree to elevate the positions of Facilities Clerical and High School Registrar from **Office Support Specialist Intermediate** to the level of **Office Support Specialist Senior**.

The comparable worth evaluation resulted in no change in the rating of Office Support Specialist Senior. Given the same rating, the District proposes to continue to compensate the classification under the Office Support Specialist Senior based on points, duties, and level of responsibility.

The District and the Clerical Union agree to keep the following positions where they are at on the pay scale at **Office Support Specialist Intermediate**: Career Center Clerical, Early Childhood Programs Clerical, High School Attendance Clerical, Duluth Adult Education Clerical, Middle School Attendance Clerical, District Support Center Clerical.

The District and the Clerical Union agree to elevate the positions of Early Childhood Screening Clerical and Elementary Attendance Clerical from **Office Support Specialist** to the level of **Office Support Specialist Intermediate**.

The comparable worth evaluation resulted in no change in the rating of Office Support Specialist Intermediate. Given the same rating, the District proposes to continue to compensate the classification under the Office Support Specialist Intermediate based on points, duties, and level of responsibility.

In this agreement, the District and Clerical Union agree to keep the level of **Office Support Specialist** but currently have no positions in that category.

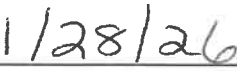
Please let me know if you are in agreement with this proposal as soon as possible, by signing below and returning to me.

**We agree to the above listed pay groups for the classifications of all revised Clerical job descriptions and titles.
Retroactive payments for any changes will be backdated to begin January 01, 2025.**

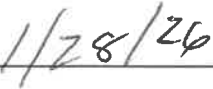

NAME, (UNION) President


Date


NAME, (UNION) Vice President


Date


Human Resources


Date

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Office Support Specialist	18.38	19.02	19.69	20.38	21.09	21.83	22.59
Office Support Specialist Intermediate	19.85	20.54	21.26	22.01	22.78	23.57	24.40
Career Center Clerical							
District Support Center Clerical							
Duluth Adult Education Clerical							
Early Childhood Programs Clerical							
Early Childhood Screening Clerical							
Elementary School Attendance Clerical							
High School Attendance Clerical							
Middle School Attendance Clerical							
Office Support Specialist Senior	21.44	22.19	22.96	23.77	24.60	25.46	26.35
American Indian Education Clerical							
Community Education Clerical							
Facilities Clerical							
High School Clerical							
High School Registrar							
Middle School Clerical							
Technology Clerical							
Residential Clerical							
Executive Assistant	23.15	23.96	24.80	25.67	26.57	27.50	28.46
ALC/AEO Clerical							
Elementary School Clerical							
Purchasing Clerical							
Activities Clerical							
Transportation Clerical							
Executive Assistant Senior	24.08	24.92	25.79	26.70	27.63	28.60	29.60
Enrollment and Student Data Specialist							
Federal Programs Clerical							
Finance Clerical							
Payroll Clerical							
Special Services Clerical							
Elementary Curriculum							
Secondary Curriculum							

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Grant Applications January 2026

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

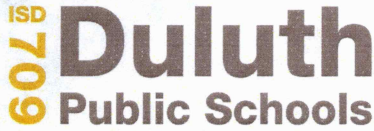
Organization	Author/Contact	Project Title	Amount Requested	Terms
Minnesota Sea Grant Center & Center for Great Lakes Literacy	Tonya Kolenda	Tonya Kolenda - Stowe Elementary	\$600.00	Bus, field trip, programming to Great Lakes Aquarium and alphabet nature book purchase
Boreal Waters Community Foundation--Wetherby Fund	Kaitlin Erpestad	Myers-Wilkins Elementary School/PTO	\$5,000.00	The Myers-Wilkins PTO is requesting \$5000 to break down barriers to nature in order to ensure that ALL students can access the school forest and field for learning and play. Funds will include one on-site "field trip" in the school forest for each class from Hartley Nature Center, cross-country skis for the PE teacher, rubber boots for students to use at school during outdoor time, trail building supplies to increase accessibility in the school forest, and funds for loose parts for mud kitchen play.
Western Lake Superior Sanitary District (WLSSD)	Danielle Vang	Ordean East Middle School - School Garden	Bulk Compost	We are requesting compost, so actual money will not be requested. We will use the compost in the school garden.
Minnesota Power	Becky Gamache	Duluth Preschool	\$380.00	We would like to order a "turtle chair" for every preschool classroom. Our social emotional framework (Pyramid Model) uses a character called Tucker the Turtle. He helps the children learn how to solve problems by "tucking, breathing, and finding a solution". These

				chairs would be a designated "tuck and think" spot for the children to learn how to problem solve in a prosocial way.
Boreal Waters Community Foundation	Stephanie Youngman	Lincoln Park Middle School - 6th Grade Skills for Success Class	\$1,012.50	These funds will be used to purchase planners from School Mate for our incoming 6th graders.

**Change Orders Signed
January 2026**

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

Contractor Name	Contract Source	Description
Superior Glass Inc.	Facilities	Design revisions – First Street Buildout (+\$5,583.00)
Superior Glass Inc.	Facilities	Door glass changes per submittal review - First Street Buildout (+\$1,501.00)
Veit & Company, Inc.	Facilities	Additional work related to existing conditions – First Street Buildout (+\$2,492.00)
Belknap Electric	Facilities	Additional cabling for PerMar meeting – First Street Buildout (+\$1,387.04)
Intercon Group, Inc.	Facilities	Changes to HVAC and door undercuts, additional field work orders, door hardware changes and raised floor demo and repair – First Street Buildout (+\$21,320.69)



CCO #003¹⁵⁸

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #003: Superior Glass CCO #003

CONTRACT COMPANY: Superior Glass Inc. 7500 Tower Avenue Superior, Wisconsin 54880	CONTRACT FOR: SC-S23075-005:WS 04 - Glass & Glazing
DATE CREATED: 2/02/2026	CREATED BY: Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS: Pending - Proceeding	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Allowance
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT:
FIELD CHANGE: No	TOTAL AMOUNT: \$5,583.00

DESCRIPTION:
 CE #038 - PR 5- Design Revisions: \$3,830.00
 CE #045 - #41: Confirming RFI- door opening 106.1 changed to south edge: \$1,753.00

ATTACHMENTS:
[Estimate for RFP 05 & 07 1-26-26.pdf](#) [Estimate for change #106.01 & metal increase due to missing increase deadline DNT ISD 709 1-14-26 \(1\).pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass		Other	\$ 3,830.00
2	05-5.05 - WS 04 - Superior Glass		Other	\$ 1,753.00
Subtotal:				\$5,583.00
Grand Total:				\$5,583.00

The original (Contract Sum)	\$ 48,140.00
Net change by previously authorized Change Orders	\$ 4,921.00
The contract sum prior to this Change Order was	\$ 53,061.00
The contract sum would be changed by this Change Order in the amount of	\$ 5,583.00
The new contract sum including this Change Order will be	\$ 58,644.00
The contract time will not be changed by this Change Order by	

DS
 BB

Superior Glass Inc.
 7500 Tower Avenue
 Superior Wisconsin 54880

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 2/3/2026

Signed by:

 SIGNATURE DATE
 2/2/2026

Signed by:

 SIGNATURE DATE
 2/3/2026



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

1-26-26

Work scope #4

Project: **DNT Remodel ISD #709**
Duluth, MN

Pricing for changes per RFP 05 and 07 as follows.

1. Remove sidelight ¼" clear tempered glass from #202.2 **deduct (\$138.00)** material and labor.
2. Add labor to install others closers in hardware group 1 and 2 **add \$318.00** labor
3. Change from ¼" clear tempered glass @ VIII to one way miropane and add one way miropane at 1 thus IX and 2 thus X others frame types. **add \$3,650.00 material and labor**

Total net change of \$3,830.00

Quote above only reflects the changes listed above. If there are further changes that I may have missed, let me know and I will apply additional pricing adjustments.

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

1-14-26

Work scope #4

Project: **DNT Remodel ISD #709**
Duluth, MN

Pricing to change swing of door 106.1, frame design and missing the material increase order deadline .

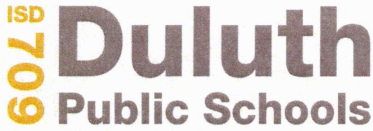
One Thousand Seven Hundred Fifty-Three \$1,753.00.00 includes tax

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501



CCO #002¹⁶¹

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #002: Superior Glass CCO #002

CONTRACT COMPANY:	Superior Glass Inc. 7500 Tower Avenue Superior, Wisconsin 54880	CONTRACT FOR:	SC-S23075-005:WS 04 - Glass & Glazing
DATE CREATED:	1/12/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$1,501.00

DESCRIPTION:
CE #023 - #26: Confirming RFI- door hardware changes per submittal review: \$1,501.00
Confirming RFI- door hardware changes per submittal review, added door glass per direction from Miller Architecture

ATTACHMENTS:
[superior glass- Estimate for .5 laminated glass CE#23 DNT ISD 709 12-1-25 \(1\).pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass	door glass changes per submittal review	Other	\$ 1,501.00
Subtotal:				\$ 1,501.00
Grand Total:				\$ 1,501.00

The original (Contract Sum)	\$ 48,140.00
Net change by previously authorized Change Orders	\$ 3,420.00
The contract sum prior to this Change Order was	\$ 51,560.00
The contract sum would be changed by this Change Order in the amount of	\$ 1,501.00
The new contract sum including this Change Order will be	\$ 53,061.00
The contract time will not be changed by this Change Order by	

Superior Glass Inc.
7500 Tower Avenue
Superior Wisconsin 54880

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

DS
BB
Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:
Mark Bissonette
SIGNATURE 39042F... DATE 1/13/2026

Signed by:
Jason Filipek
SIGNATURE 28427... DATE 1/12/2026

Signed by:
Simone Zurich
SIGNATURE 8B545E... DATE 1/21/2026 108



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

12-1-25

Work scope #4 CE #023

Project: **DNT Remodel ISD #709**
Duluth, MN

Pricing to supply and install 6 thus ½ clear laminated glass only in others door/kit:

One Thousand Five Hundred One \$1,501.00.00 includes tax

Excluded:

- Doors
- Lite kits

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501



CCO #002¹⁶³

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #002: Veit CCO #002

CONTRACT COMPANY:	Veit & Company, Inc. - Duluth office 1100 West Gary Street Duluth, Minnesota 55808	CONTRACT FOR:	SC-S23075-002:WS 01 - Utilities
DATE CREATED:	1/12/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$2,492.00

DESCRIPTION:
 CE #028 - Field Work Orders Sept: \$2,492.00
 Additional work related to existing conditions, noted and managed in the field

ATTACHMENTS:
[250332 - EWA.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.02 - WS 01 - Veit & Company	Field Work Order attached	Other	\$ 2,492.00
Subtotal:				\$2,492.00
Grand Total:				\$2,492.00

The original (Contract Sum)	\$ 138,000.00
Net change by previously authorized Change Orders	\$ 20,000.00
The contract sum prior to this Change Order was	\$ 158,000.00
The contract sum would be changed by this Change Order in the amount of	\$ 2,492.00
The new contract sum including this Change Order will be	\$ 160,492.00
The contract time will not be changed by this Change Order by	

Veit & Company, Inc. - Duluth office
 1100 West Gary Street
 Duluth Minnesota 55808

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

DS
 BB

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE 194D4... DATE 1/14/2026

Signed by:

 SIGNATURE 28427... DATE 1/12/2026

Signed by:

 SIGNATURE B545E... DATE 1/15/2026



CCO #002⁵

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #002: Belknap Electric CCO #002

CONTRACT COMPANY:	Belknap Electric 1513 Belknap St Superior, Wisconsin 54880	CONTRACT FOR:	SC-S23075-013:WS 13 - Electrical
DATE CREATED:	1/12/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$1,387.04

DESCRIPTION:
 CE #036 - #32: Confirming RFI- cabling for PerMar meeting: \$1,387.04

ATTACHMENTS:
[2025-0812 - ISD 709-DNT Building Renovation RFI No. 32 Belknap Electric.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002


#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric		Other	\$ 1,387.04
Subtotal:				\$1,387.04
Grand Total:				\$1,387.04

The original (Contract Sum)	\$ 2,668,386.00
Net change by previously authorized Change Orders	\$ 105,723.44
The contract sum prior to this Change Order was	\$ 2,774,109.44
The contract sum would be changed by this Change Order in the amount of	\$ 1,387.04
The new contract sum including this Change Order will be	\$ 2,775,496.48
The contract time will not be changed by this Change Order by	

Belknap Electric
 1513 Belknap St
 Superior Wisconsin 54880

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 1/13/2026

Signed by:

 SIGNATURE DATE
 1/12/2026

Signed by:

 SIGNATURE DATE
 1/13/2026



1513 Belknap Street | Superior | WI | 54880
 715.394.7769 | www.belknapelectric.com

SUBCONTRACTOR CHANGE REQUEST
CHANGE REQUEST # RFI#32

DATE: Wednesday, December 10, 2025
PROJECT: ISD 709 - DNT Building Renovations
PROJECT NO: 33231

TO: Jason Filipek - jason.filipek@ics-builds.com

FROM: Chris Krook - chriskrook@belknapelectric.com

CC: Jacob Majerle - jacob.majerle@ics-builds.com

Description of Work

Extra Cable and Labor per Permar Request

Proposal Breakdown

Labor Hours:	0
Labor Rate:	\$ 54.65
Burden on Labor:	\$ 53.45
Labor OH&P/Hour:	\$ 10.81

(Profit = 10% of actual cost plus overhead)

Total Labor Rate Per Hour:	\$ 118.91
----------------------------	-----------

Total Cost of Labor: \$ -

Materials Cost:	\$ -
Materials OH&P:	\$ -

(Profit = 10% of actual cost plus overhead)

Total Cost of Materials: \$ -

Subcontractor Cost:	\$ 1,320.99
Subcontractor Profit = 5%	\$ 66.05

Total Cost for Subcontractor: \$ 1,387.04

Total Change Request: \$ 1,387.04

Per Teams meeting on 12-2; please confirm the cables below are added to the scope of work:

2 cable 18x4 from PerMar panel in basement to the 2nd floor fire alarm panel

1 cable 18x4 from PerMar panel to classroom 132 for wireless fob sensor

1 cable 18x4 from PerMar panel to SeCure JCI card reader panel.



CCO #0047

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #004: Intercon CCO #004

CONTRACT COMPANY:	Intercon Group, Inc. 1775 Shilhon Road Duluth, Minnesota 55804	CONTRACT FOR:	SC-S23075-004:WS 03 - General Construction
DATE CREATED:	1/12/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$21,320.69

DESCRIPTION:
 CE #027 - PR 04 Changes to HVAC and door undercuts: \$862.50
 Pricing per attached PR04 documents

CE #029 - Intercon - FWO's: \$3,300.00

CE #030 - Field Work Orders- Intercon: \$10,375.00
 2nd floor bathroom demo AWA attached, others from November can be attached with pricing

CE #039 - Door hardware changes- submittal review 2 and 3: \$1,825.19

CE #040 - Raised floor demo and repair- 3rd floor existing conditions: \$4,958.00

ATTACHMENTS:
[intercon change orders 1-12.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	Architect Changes- PR04	Other	\$ 862.50
2	05-5.04 - WS 03 - Intercon Group	field work orders October	Other	\$ 3,300.00
3	05-5.04 - WS 03 - Intercon Group	field work orders- November	Other	\$ 10,375.00
4	05-5.04 - WS 03 - Intercon Group	Architect changes- door hardware submittals	Other	\$ 1,825.19
5	05-5.04 - WS 03 - Intercon Group	Existing Conditions- raised floor on 3rd floor	Other	\$ 4,958.00
Subtotal:				\$21,320.69
Grand Total:				\$21,320.69



CCO #0048

The original (Contract Sum)	\$ 3,275,480.00
Net change by previously authorized Change Orders	\$ 108,024.57
The contract sum prior to this Change Order was	\$ 3,383,504.57
The contract sum would be changed by this Change Order in the amount of	\$ 21,320.69
The new contract sum including this Change Order will be	\$ 3,404,825.26
The contract time will not be changed by this Change Order by	

Intercon Group, Inc.
1775 Shilhon Road
Duluth Minnesota 55804

Signed by:

Brian Lobbestael

SIGNATURE DATE

1/12/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:

Jason Filipek

SIGNATURE DATE

1/12/2026

DS
BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

Simone Zurich

SIGNATURE DATE

1/13/2026

CHANGE ORDER REQUEST



DATE: Jan 2, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: Cut (4) wood Doors Per PR 4

COR #11.1- PR4

Intercon Carp. 5.75 Hrs. @ \$120.00		\$	690.00
SMALL TOOLS/BITS/BLADES 5%	\$	34.50	
BOOKKEEPING/ADMIN 5%	\$	34.50	
SITE SUPERVISION/PROJ. MGT. 5%	\$	34.50	
MARK UP 10%	\$	<u>69.00</u>	
LABOR TOTAL:		\$	862.50

Thank you,

Barry Lobbestael
 Intercon Group Inc.
 218-391-9721

CHANGE ORDER REQUEST



DATE: NOV 13, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 7- Field Work Orders Oct. 2025

COR #7

AWA # 2089 – Remove ACT+Grid @ Basement Bathroom/Locker room

(3) Carp Hours @ \$ 120.00	\$ 360.00
(3) Lab Hours @ \$ 100.00	\$ 300.00

AWA # 2004 – Remove Plaster, Lathe, Framing @ N. End of Basement West to expose steel – shown on plan as cast in place concrete – RFI 15/Change Event 14

(9) Carp Hours @ \$ 120.00	\$ 1,080.00
(9) Lab Hours @ \$ 100.00	\$ 900.00
Labor Subtotal	\$ 2,640.00

SMALL TOOLS/BITS/BLADES 5%	\$ 132.00
BOOKKEEPING/ADMIN 5%	\$ 132.00
SITE SUPERVISION/PROJ. MGT. 5%	\$ 132.00
MARK UP 10%	\$ 264.00

LABOR TOTAL:		\$ 3,300.00
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Additional Bond Cost @ 2%		\$ 66.00
ADJUSTED GRAND TOTAL		\$ 3,366.00

Thank you, *10% mark up allowed per contract*

Barry Lobbestael

CHANGE ORDER REQUEST

171

Intercon Group Inc.
218-391-9721

CHANGE ORDER REQUEST



DATE: Dec 24, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 12- Field Work Orders Nov. 2025

COR #12

AWA # 2091 – Remove drywall Rooms 240 thru 243

(9) Carp Hours @ \$ 120.00	\$ 1,080.00
(3) Lab Hours @ \$ 100.00	\$ 300.00

AWA # 2092 – Remove tile backer & tarpaper @ 1st floor lobby

(34) Carp Hours @ \$ 120.00	\$ 4,080.00
(20) Lab Hours @ \$ 100.00	\$ 2,000.00

AWA # 2093 – Remove finishes Room 184

(2) Carp Hours @ \$ 120.00	\$ 240.00
(6) Lab Hours @ \$ 100.00	\$ 600.00

Labor Subtotal \$ 8,300.00

SMALL TOOLS/BITS/BLADES 5%	\$ 415.00
BOOKKEEPING/ADMIN 5%	\$ 415.00
SITE SUPERVISION/PROJ. MGT. 5%	\$ 415.00
MARK UP 10%	\$ 830.00

LABOR TOTAL: \$ 10,375.00

CHANGE ORDER REQUEST

173

Thank you,

Barry Lobbstael
Intercon Group Inc.
218-391-9721

120

CHANGE ORDER REQUEST



DATE: Dec 24, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 13- Door Hardware Changes Per Submittal Review
COR #13

Northern Door Reviewed Shop Drawings Response Phase 2	\$ 550.91
Northern Door Reviewed Shop Drawings Response Phase 3	\$ 1,108.35
TOTAL	\$ 1,659.26
MARKUP 10%	\$ 165.93
GRAND TOTAL	\$ 1,825.19

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Northern Door & Hardware, Inc.

2202 West First Street P.O. Box 16026 Duluth, MN 55816-0026

Phone: (218) 722-9531

Fax: (218) 722-9098

Date: 11/21/25

To: Intercon Group

Attn: Barry

Quote #: Reviewed Shop Drawings Response – Phase #2

Job Name: ISD 709 – DNT Building

We wish to quote you the following materials:

- #138
 - o Change hardware from group 14 to 23
- #142
 - o Change hardware from group 14 to 23
 - o Dimple frame
- #239
 - o Delete wall stops
- #301, 244.1, 145, 149, 13 238, 237, 232.1
 - o Dimple frame
- #232.2, 233.1
 - o Change from hold open arm to standard arm closer
- #139
 - o Add concealed overhead stop
- #144
 - o Change width from 2'-10" to 2'-8"

Total Quote: \$506.00 + tax – (\$550.91 including tax)

Notes:

No Tax Included – Materials Only – F.O.B. Northern Door

Quote is good for 30 Days only – After 30 days escalation charges may apply based on current market conditions – For any factory tariff escalation that happens after 7/8/25 Northern Door shall provide factory distributed notices to owner and it will be the responsibility of owner to cover said additional costs

Terms: Net 30 Days – No Retainage Allowed

Northern Door & Hardware, Inc

By: Chris Benson

Northern Door & Hardware, Inc.

2202 West First Street P.O. Box 16026 Duluth, MN 55816-0026

Phone: (218) 722-9531

Fax: (218) 722-9098

176

Date: 12/22/25

To: Intercon Group

Attn: Barry

Quote #: Reviewed Shop Drawings Response – Phase #3

Job Name: ISD 709 – DNT Building

We wish to quote you the following materials:

- 181.1
 - o Dimple LH Jamb
- 167, 181.2, 172, 169, 178, 165.2
 - o Change core from honeycomb to polystyrene
- 130, 163.1, 192, 225, 229
 - o Add wall stop
- 202.2
 - o Change frame from sidelite frame to three sided frame
- 127, 195, 279
 - o Dimple frame
- 301
 - o Add hinges and door closer to hardware group
- 184.1
 - o Remove overhead stop
- 177
 - o Change from regular mortise lock to anti-ligature mortise lock
- 105
 - o Change from mortise lock to lever lock

Total Quote: \$1,018.00 + tax – (\$1,108.35 including tax)

Notes:

No Tax Included – Materials Only – F.O.B. Northern Door

Quote is good for 30 Days only – After 30 days escalation charges may apply based on current market conditions – For any factory tariff escalation that happens after 7/8/25 Northern Door shall provide factory distributed notices to owner and it will be the responsibility of owner to cover said additional costs

Terms: Net 30 Days – No Retainage Allowed

Northern Door & Hardware, Inc

By: Chris Benson

CHANGE ORDER REQUEST



DATE: DEC 1, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 10 Demo/Build back of Raised Area's on Third Floor DNT Reno

COR #10

Demolition of two raised areas @ Third Floor DNT Reno.

- (1) Area 6' 6" X 8' 2 3/4"
- (1) Area 3' 5" X 8' 9 1/2"

See attached Plan Page A 008 Markup

Intercon Carp. 16 Hrs. @ \$120.00		\$ 1,920.00
Intercon Lab 4 Hrs. @ \$100.00		\$ 400.00
Concrete Dumpster/Trucking		\$ 200.00
Subtotal Intercon		\$ 2,520.00
SMALL TOOLS/BITS/BLADES 5%	\$ 126.00	
BOOKKEEPING/ADMIN 5%	\$ 126.00	
SITE SUPERVISION/PROJ. MGT. 5%	\$ 126.00	
MARK UP 10%	\$ 252.00	
DEMOLITION LABOR TOTAL:		\$ 3,150.00

Build back of two raised areas @ Third Floor DNT Reno.

- (2) Area 6' 6" X 8' 2 3/4"
- (2) Area 3' 5" X 8' 9 1/2"

See attached Plan Page A 008 Markup

Build back to include installation of 3/4" T & G Subfloor & Any Associated framing

Intercon Carp. 10 Hrs. @ \$120.00		\$ 1,200.00
SMALL TOOLS/BITS/BLADES 5%	\$ 60.00	

CHANGE ORDER REQUEST

BOOKKEEPING/ADMIN 5%	\$	60.00	
SITE SUPERVISION/PROJ. MGT. 5%	\$	60.00	
MARK UP 10%	\$	120.00	
BUILD BACK LABOR TOTAL:			\$ 1,500.00

MATERIAL	\$	280.00	
MARKUP @ 10 %	\$	28.00	
MATERIAL TOTAL			\$ 308.00

TOTAL:			\$ 4,958.00
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Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Thursday, February 12, 2026
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

- 1. AGENDA ITEMS**
- 2. POLICIES FOR FIRST READING**
 - A. 542 Intra-District Transfers (renumbering and update to 5040 Transfers within the School District) 2
- 3. POLICIES FOR SECOND READING**
 - A. 612.1 Development of Parental Involvement Policies for Title I Programs (replacing 1067 Parent/Community Involvement Policy) 4
- 4. REGULATIONS & FORMS - Informational**
 - A. 542R Intra-District Transfers (renumbering and update to 5040R Student Transfers) 13
 - B. 542F Request for Student Intra-District Transfer Form (renumbering and update to 5040F) 15
- 5. POLICES TO CONSIDER FOR DELETION**
 - A. 6000 Series 18
- 6. OTHER**

~~+5040-542 TRANSFERS WITHIN THE SCHOOL DISTRICT~~ **INTRA-DISTRICT TRANSFERS**

I. PURPOSE

To establish the process and criteria for students to request attendance at a school or program within the District other than their assigned attendance boundary school.

II. DEFINITIONS

An intra-district transfer is defined as when a Duluth Public Schools student who is enrolled at their attendance boundary school requests to attend a different school or program within the District other than the one assigned by address.

III. GENERAL STATEMENT OF POLICY

The intent of the **intra-district** transfer policy is to minimize disruption of the education process for the student by maintaining continuous attendance in a school setting with ~~his/her~~ **their** peers. The ~~School~~ District is committed to providing students with appropriate learning options that enable them to establish and maintain a successful educational plan.

Approval of **Intra-district** Transfer Requests

The Assistant Superintendent will allow or deny a transfer request after careful consideration of the application information. **Decisions will be** guided by School Board Policy, District regulations, teacher/student ratio, class size, **building capacity** ~~classroom space~~, **student attendance rate**, and building populations. **Administration may determine exceptions to these considerations based on special circumstances.** The Assistant Superintendent will make the final ruling on ~~a~~-**an intra-district** transfer request. ~~Transfers not approved by the Assistant Superintendent may be appealed to the transfer appeal board.~~

Each school year requires extensive advance planning relative to projected enrollments, curriculum offerings, and staffing for each building. Approval of **intra-district** transfers from one building to another **within the school district** will be limited to reasonable requests following designated timelines.

The transfer of a student from one school attendance area to another within the School District may be initiated by the student (18 years of age), by either a parent or guardian, **by a school team** ~~School's Supportive Services Team (SST)~~, ~~by the Special Education Child Study Team (CST)~~, or by the principal.

Continuation of Approved Education **Intra-district** Transfer

The student may complete all grades contained in the school to which ~~he/she~~ **they** have transferred. To continue attendance from an elementary to a middle school or from a middle school to a high school, completion of a new **intra-district** transfer request **must will need to** be submitted to the **Enrollment Center for** ~~Office of the Assistant Superintendent~~ **approval or denial** by the due date.

Timelines for **Intra-district** Transfer Requests

Student **intra-district** transfer approvals will be implemented either at the beginning of a school year or at the beginning of a school year's second semester. Administration may determine exceptions to these timelines **based on special circumstances.** **Intra-district** transfer requests for the upcoming school year must be submitted prior to **February 1st** ~~April 30th~~. Second semester **intra-district** transfer requests must be submitted by **December 1st**. The only exception to the standard deadlines is by March 15th for kindergarten enrollment

for the upcoming school year. ~~Administration may determine exceptions to these timelines.~~

Adopted: 09-08-1981 ISD 709
 Revised: 02-21-1995
 06-20-1995
 03-19-2005
 05-17-2005
 02-12-2008
12-16-2014 ISD 709

5040—1 of 1

~~Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752~~

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board directs the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. This policy establishes the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;

- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and to respond to any such suggestions as soon as practicably possible; and
 5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children

achieve the state's high standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
 5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.

- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide federal program advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

Replacing: 1067
 First Reading: 01.13.2026
 Second Reading: 02.12.2026
 Adopted:

Adopted:
612.1

MSBA/MASA Model Policy

Revised:

Orig. 1996
Rev. 2025

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

[Note: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the parent and family engagement policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

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- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar

strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;

- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 - 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 - 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 - 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children,

and ~~to~~ respond to any such suggestions as soon as practicably possible; and

5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;

5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide federal program parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

~~1067 PARENT/COMMUNITY INVOLVEMENT POLICY~~

~~Independent School District #709 firmly believes that the future success of students in our schools depends on the commitment and effort put forth by our students, their parents, our staff and our community. We believe that parent and community involvement should play an integral part in the shared decision making process. Parents will be provided appropriate data through electronic means. School district and building staff will be expected to post information in support of Policy 1015 School Communications.~~

~~Therefore, it is the policy of Independent School District #709 to encourage and support parent/community activities that:~~

- ~~1. Develop equal partnerships that are committed to and focus on the best interests and educational achievements of our students.~~
- ~~2. Maintain open and effective communication between students, parents, teachers and the community including electronic forms of communication.~~
- ~~3. Stimulate and foster a diverse parental group that is involved in a wide variety of school and community activities.~~

~~Adopted: 06-20-1996 ISD 709~~

~~Revised: 0-6-21-2005 ISD 709~~

5040R 542R STUDENT INTRA-DISTRICT TRANSFERS

Process and Procedure

1. Initiation and Decision-Making on Intra-district Transfer Requests
Parents or guardians desiring to transfer their child from their home residential attendance area to another attendance area in the School District must complete a Request for Student Intra-district Transfer form and submit it to the Enrollment Center for Assistant Superintendent approval or denial.

In addition, parents or guardians desiring to transfer their child from their attendance area school to an alternative program must submit an application Request for Student Intra-district Transfer Form. These programs are Myers-Wilkins Spanish Immersion, Lowell Spanish Immersion, Lowell Ojibwe Immersion, and Lincoln Park Middle School Spanish Immersion.

2. Intra-district Transfer Guidelines and Consideration
The Assistant Superintendent will take into consideration teacher/student ratio, class size, and class space building capacity, student attendance rate, and building populations when making intra-district transfer decisions. For the purpose of transfer consideration, the following class size guideline will be used when determining transfer requests:

Kindergarten: (24)
 Kindergarten Immersion (24)
 Grade 1 (26)
 Grade 1-2 (26)
 Grade 2 (26)
 Grade 2-3 (26)
 Grade 3 (28)
 Grade 3-4 (28)
 Grade 4 (28)
 Grade 4-5 (28)
 Grade 5 (28)

~~Middle and High School: Teacher/Student ratios, class size, and classroom space will also be considered when making transfer decisions for middle and high school students~~

3. Revoking Intra-district Transfer Based on Attendance
An approved intra-district transfer may be revoked based on an attendance rate that is less than 90% of enrolled days. Excused, unexcused, and partial day absences count towards the consistent attendance rate calculation.

To consider a revocation, a school must provide documented evidence of following established notification and truancy process and procedures.

Upon revoking an approved intra-district transfer, the school must give in writing a 5 business day notice of revocation with a stated start date in the attendance area school.

- ~~3. Transfer Appeal Board
The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the Timelines for Transfer Request. Requests submitted after the due date will not be considered until the following semester. The Transfer Appeal Board will be made up of one school board member, a district administrator other than the Assistant Superintendent, and two community members,~~

~~keeping in mind the need to maintain a balance of representation across the district. Unique circumstances may require exceptions to these timelines.~~

~~The priority of teacher/student ratio, class size and classroom space are of utmost importance and the Transfer Appeal Board will work to uphold these standards. The principal will be consulted by the Transfer Appeal Board to best understand the details of these circumstances before an approval. Criteria that may be considered include previous attended school, staff request, sibling attendance and student eligible for federal lunch subsidy.~~

4. Moving to a New Attendance Area

~~Parents and guardians who move from one attendance area to another within the School District are requested to notify the principals involved two (2) weeks prior to the actual move. The former school is responsible for forwarding all appropriate records.~~

When a student **who has been approved for an intra-district transfer** begins an educational program in a school and his/her parent(s) or guardian(s) moves to another attendance area, the student may continue to attend the approved assigned school in which he/she **they** began **until the end of 5th grade or 8th grade.**

It is the responsibility of the parent **or guardian** to **continue to** transport the student to and from the requested school **or to and from the established bus stop serving the requested school** **until the intra-district transfer has expired at the end of 5th or 8th grades.**

5. Eligibility for Co-curricular Activities Competition

Athletic ability and the preference to participate on another school's athletic team will not be considered as a valid reason for requesting a transfer of schools. To be eligible to represent a school as a member of an athletic or academic team, a student must reside with his/her parent(s) or legal guardian(s) within the boundaries of the attendance area of that school or be attending that school with a valid transfer. All participation must be consistent with **Minnesota State High School League (MSHSL)** rules.

The Term "Homeless Children and Youth"

Means individuals who lack a fixed, regular, and adequate nighttime residence; and includes – children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency shelters; are abandoned in hospitals; or are awaiting foster care placement.

Adopted: 09-08-1981 ISD 709

Revised: 02-21-1995

06-20-1995

03-19-2002

11-19-2002

05-18-2004

04-19-2005

01-15-2008

03-17-2009

04-23-2009

05-19-2009

07-21-2010

07-09-2013

11-18-2014 ISD 709

REQUEST for STUDENT INTRA-DISTRICT TRANSFER FORM

Duluth Public Schools

218-336-8739

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Intra-district transfers are when a student lives inside the boundaries of Duluth Public Schools, but would like to attend a different school than the one assigned by address. These requests are approved or denied based on many factors, including, but not limited to, class size, building capacity, student needs, current attendance rate, and student to teacher ratio.

- An approval or denial should be expected within 15 calendar days of form submission.
- Approved requests will be implemented either at the start of the school year or at the beginning of second semester.
- Intra-district transfer requests for the following school year must be submitted prior to **February 1st**.
- Intra-district transfer requests for the upcoming school year for kindergarten must be submitted by **March 15th**.
- Second semester transfer requests must be submitted by **December 1st**.

Student's Full Name (please print)

Student's Current Grade

Duluth, MN 55_____

Street Address

I request my child transfer from _____ to _____
Assigned School / Program Requested School / Program

Check priority reason for request:

- | | | |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Sibling(s) currently attend the requested school | <input type="checkbox"/> Student's childcare is in requested school's attendance area | |
| <input type="checkbox"/> New to district enrollment | <input type="checkbox"/> Parent workplace location is in requested school's attendance area | |
| <input type="checkbox"/> Student is child of a staff member at requested school | <input type="checkbox"/> Spanish Immersion | <input type="checkbox"/> Ojibwe Immersion |
| <input type="checkbox"/> Due to KEY Zone capacity | <input type="checkbox"/> Other _____ | |

NOTE: Minnesota State High School League (www.mshsl.org) rules regulate eligibility of students in grades seven through twelve who transfer to a school other than the one in whose attendance area they reside. If your child participates in, or plans to participate in, high school athletics/activities and you feel an eligibility issue may affect your child, please contact the school athletic director for specific information before submitting this request.

READ BEFORE SIGNING: If this intra-district transfer is approved, I understand:

- It is my responsibility to transport the student to and from the requested school.
- The rules of the Minnesota State High School League regarding transfers between secondary schools may affect my child's eligibility for athletics and activities.
- An approved intra-district transfer expires at the end of 5th grade and the end of 8th grade. To continue attendance at a school that is not assigned by address from an elementary to a middle school or a middle school to a high school, a new intra-district transfer request must be submitted by designated timelines.
- Consistent attendance, as defined by attending 90% or more of enrolled days, must be maintained while attending requested school/program or the approved intra-district transfer may be revoked. Excused, unexcused, and partial day absences count towards the consistent attendance rate.

Submit form to: Enrollment Center, Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811

Parent / Guardian Name (please print)

Cell Phone

Work Phone

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Parent / Guardian Signature

Date

OFFICE USE ONLY

CONSIDERATION CHECKLIST

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Is this a new to district enrollment? [] YES [] NO
Note any special circumstances with this new enrollment? _____

Does the student have an IEP? [] YES [] NO
If yes, date of special education notification? DATE: _____

Is the student identified as FIT? [] YES [] NO
If yes, date of FIT Coordinator notification? DATE: _____

Prior Spanish or Ojibwe Immersion enrollment? [] YES [] NO [] Not Applicable
If yes, which grade levels and location? _____

Current Infinite Campus Chronic Absenteeism rate? _____ (Date Data Accessed: _____)
Chronic Absenteeism rate accessed in Infinite Campus; target percentage of < 10%

If bullying/harassment noted as request reason, has principal been consulted? [] YES (Date: _____) [] NO
Note from Principal _____

Application Notes - (If applicable, such as Immersion, IEP, FIT, or other considerations):

[] APPROVED
Assigned School: _____ Assigned Grade Level: _____
Assigned Program at School (if applicable): _____
Effective: School Year _____ Semester: One Two

[] DENIED Reason for Denial:
Building Capacity _____
Grade Level Class Size _____
Program Capacity _____
Chronic Absenteeism Rate _____
(Chronic Absenteeism Rate; target <10% as calculated in Infinite Campus)
Other _____

If denied: IF APPLICABLE, ALTERNATIVE PLACEMENT RECOMMENDATION

First Recommended Alternative School: _____ Assigned Grade Level: _____
Second Recommended Alternative School: _____ Assigned Grade Level: _____
Notes for Recommendation(s): _____

The Duluth Public School District is committed to high quality academic and development opportunities for all students within each of its elementary, middle school, and high school settings. Serving the unique student centered needs of each student is a primary value and evident in the "Duluth Public Schools experience." The district acknowledges that unique circumstances may exist giving consideration for a request to transfer to a site outside the family's attendance area. The parent/guardian may initiate the transfer request process by completing this transfer request form. The Assistant Superintendent, guided by School Board Policy 5040 and Regulation 5040R, with regard for teacher/student ratio, class size, classroom space and building populations, will allow or deny a transfer request after careful consideration of the application information.

Approved student transfer requests will be implemented either at the beginning of the school year or at the beginning of a school year's second semester. Transfer requests for the following school year must be submitted prior to **April 30th**. Second semester transfer requests must be submitted by **December 1st**.

Transfers not approved by the Assistant Superintendent may be appealed to the Transfer Appeal Board. The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the timelines for transfer request. Requests submitted after the due date will not be considered until the following semester.

Student's Full Name (please print): _____ *Current Grade* _____

Street Address _____ Duluth, MN 55_____

I request my child transfer from: _____ to _____
Assigned School *Requested School*

School year transfer request to become effective: _____ Semester: One Two

The Reason for this request is based on the following unique and compelling need: _____

NOTE: Minnesota State High School League (www.mshsl.org) rules regulate eligibility of students in grades seven through twelve who transfer to a school other than the one in whose attendance area they reside. If your child participates in, or plans to participate in, high school athletics/activities and you feel an eligibility issue may affect your child, please contact the school athletic director for specific information before submitting this request.

Parent/Guardian Name (please print): _____ *Home Phone* _____ *Work/Cell Phone* _____

READ BEFORE SIGNING: I understand that if this request is approved, it is my responsibility to transport the student to and from the requested school or to and from an established bus stop serving the requested school. I also understand that if this request is approved, the rules of the Minnesota State High School League regarding transfers between secondary schools may affect my child's eligibility for sports and activities.

Parent/Guardian Signature _____ *Date* _____

Please return to: Office of the Assistant Superintendent, Duluth Public Schools, 709 Portia Johnson Drive, Duluth, MN 55811

For District Use Only

Date Application Received: _____

Approved Not Approved

Assistant Superintendent of Schools Signature _____ *Date* _____

Student will be assigned to _____ on _____ at _____
School *Starting Date* *Grade Level*

6025 VOLUNTEERS IN SCHOOL

The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.
5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents to become more familiar with school activities and/or operations.

The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

The use of volunteers is at the discretion of each building's professional staff.

The professional staff within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

Adopted: 05-13-1986 ISD 709
 Revised: 06-20-1995
08-17-2004 ISD 709

6045 SCHOOL LIBRARIES

The Superintendent shall maintain and promote a school library program, embracing teaching, reading guidance, and advisory services for pupils and teachers by providing adequate personnel, facilities, materials, and equipment.

Reference: MCAR 6

Adopted: 06-09-1970 ISD 709

Revised: 10-09-1979

01-08-1980

06-20-1995 ISD 709

6055 ELEMENTARY SCHOOL DAY

Elementary schools will be open at least one-half hour prior to the start of the school day when the weather is inclement and the students shall be admitted. The principal is responsible for adequate supervision. At elementary schools, which have school safety crossings, students will be brought across the intersections beginning twenty minutes prior to the start of the school day. At the close of the school day, elementary students who ride the bus are not to be retained beyond the regular dismissal time and elementary students are not to be retained beyond the time they receive the protection of school police at street crossings unless parents are notified and agree and other arrangements are made for transportation.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

08-17-2004 ISD 709

6060 RELIGIOUS EDUCATION CLASSES

Pupils, upon the request of their parents, shall be excused to attend weekday religious education classes "not exceeding in the aggregate three hours in any week." The general arrangements of such programs shall be mutually agreed upon by the religious organizations and the school principal.

Parents requesting the attendance of their children during the public school day at religious instruction centers must file proper application with the school principal.

The organization sponsoring religious instruction shall assume full responsibility for those students released. The responsibility extends from the time the student leaves the public school building until he returns. Communication as to class time, attendance, exclusions from religious classes, or the completion of the course of instruction shall be shared with the principal.

Reference: MS 120A.22, Subd 12

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

08-17-2004 ISD 709

6065 EMERGENCY EVACUATION OF SCHOOLS

1. Fire Drills--Each principal or program leader shall conduct regular disaster and fire evacuation drills (at least nine per school year), and direct a program that will promote the evacuation of the building as rapidly and safely as possible. A false alarm evacuation is considered a serious offense, and the responsible person will be disciplined to the extent allowed by the School District's Discipline Policy. Non-students who initiate a false alarm will be turned over to the Duluth Police Department.
2. Bomb Threats--Each principal or his/her designated representative is to investigate all threats of bodily harm and/or possible building damage immediately on notification of such threat. If time permits, the principal or his/her designee shall contact the Police and Fire Departments for input on a responsive plan to the threat. If time is lacking, the principal or his/her designee must implement immediately an emergency evacuation of the building. During the evacuation process the Police and Fire Departments shall be contacted. Before students and staff reenter the building, a search of the building by designated police, fire, custodial, and instructional personnel will take place.

Note: Persons receiving threats via the telephone should record the message verbatim, making note of voice characteristics, and listen for any unusual background noises.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

6070 UNITED STATES FLAG DISPLAY

The United States of America flag shall be raised every school day in fair weather upon the flag staff in the yard of the school, on all legal holidays and flag days, and on such other days as the School Board may direct. Every classroom, including the principal's office, shall properly display the United States of America flag.

Reference: MS 121A.11

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

08-17-2004 ISD 709

6090 STAFF DEVELOPMENT

Recognizing that excellence in education is dependent upon a quality staff, the School Board supports an ongoing program of staff development. The School District is committed to developing policies and processes for continuous improvement of curriculum, instruction and assessment. Staff development is an organized program which enables participants to grow personally and professionally. This program should be: 1) continuing; 2) flexible; 3) needs-responsive; and 4) designed by a multi-role group; 5) researched based; 6) and designed to improve student achievement. The ultimate goal of staff development is positive student growth.

Adopted: 06-05-1984 ISD 709

Revised: 06-20-1995

07-21-1998

08-17-2004 ISD 709

6100 HIGH SCHOOL SCHOOL DAY

All regular high schools shall maintain a schedule that results in at least 1,020 hours of instruction for the school year.

Adopted: 07-20-1983 ISD 709
Revised: 08-11-1987
08-08-1989
01-15-1991
06-20-1995
08-19-2003
10-19-2004 ISD 709

6105 SCHEDULING OF SECONDARY CLASSES

When preparing the school's master schedule of classes, each principal shall strive for an equitable distribution of course sections across all periods; and in none of the periods shall there be fewer than ten percent (10%) of the total course sections available in the school. Appropriate scheduling of credits should be accomplished by students, parents, and counselors working together. Students who do not graduate with their class and return to school will be allowed to maintain a modified or shortened school schedule.

In order to assure that each student has involved his/her parent(s) or guardian(s) in the decision-making as to courses in which the student shall enroll, the student's schedule must bear the parent or guardian's signature, indicating concurrence with the schedule of courses which has been selected. Any subsequent schedule changes in a student's schedule must also bear the parent or guardian's signature.

In bringing about the balanced curriculum, counselors play a critical role as they guide students to give strong consideration to a diversified, non-stereotypic selection of courses. During their high school years, students should be encouraged to continue exploration of the various disciplines and fields of study contained within their particular school environment. As counselors aid students to make curriculum choices, they should do so after evaluating the student's post secondary plans, interests, and to ensure that the choices made by the student and family will result in a total program which will be challenging and of the greatest possible value to each individual student.

Adopted: 07-20-1983 ISD 709

Revised: 08-11-1987

08-08-1989

01-15-1991

06-20-1995

08-19-2003

10-19-2004 ISD 709

6115 RECOGNITION OF RELIGIOUS, CULTURAL AND ETHNIC CUSTOMS

The School Board recognizes that the First Amendment to the United States Constitution provides for the separation of church and state. Within limits defined by the United States Supreme Court, government is neither to advance nor inhibit religion(s).

Public School K-12 music education will reflect the diverse secular, religious, cultural, and ethnic traditions of American society. Therefore, to assist educators in deciding the appropriateness of studying, creating, and performing music from a wide variety of these traditions, regulation 6115R is provided.

Adopted: 06-09-1970 ISD 709
Revised: 01-18-1994
06-20-1995 ISD 709

6115R RECOGNITION OF RELIGIOUS, CULTURAL AND ETHNIC CUSTOMS

1. Any work of art studied or performed is to be selected for its content and inherent beauty of structure and form, as well as for its style and historical significance. Art, drama, and religious symbols may be used as a teaching aid or resource provided such symbols are used as an example of the religious, cultural, or ethnic traditions being presented not be used to promote any particular doctrine or religion.
2. Criteria for repertoire selection may include within its broad scope music with a sacred text; however, the text of sacred music should not be emphasized through the use of pageantry, scripture reading, or any act that could be construed to be devotional in nature.
3. A balanced offering of music literature from the various secular, religious, cultural, and ethnic traditions will be studied and/or performed in a course or at a concert so that the study and/or performance will not be construed as a religious service or religious indoctrination.
4. Public school music groups may not participate in community churches or temples for religious activities such as religious choral pageant or funerals of students or staff, unless approved in advance by the principal. When such participation takes place, involvement of students and staff is completely voluntary.

Approved: 06-09-70 ISD 709

Revised: 01-18-94

06-20-95

10-19-04 ISD 709

6135 TEACHING CONTROVERSIAL ISSUES

The freedoms to teach, to learn, and to express ideas without fear of censorship are fundamental rights held by public school teachers and students, as well as all other citizens. These freedoms, expressed and guaranteed in the First Amendment to the United States Constitution, must be preserved in the teaching/learning process in a society of diverse beliefs and viewpoints and shared freedoms. Public schools must promote an atmosphere of free inquiry and a view of subject matter reflecting a broad range of ideas so that students are prepared for responsible citizenship. However, criticism of educational resources and teaching methods and the advocacy of additional educational resources are also essential First Amendment rights of students, faculty, parents, and other members of the community. Parents may request an alternate assignment should they have serious objections to the controversial topic/assignment.

School District personnel shall:

1. Select curriculum, teaching methods, resources, and materials appropriate to the educational objectives and the maturity and skill levels of the students based on their professional competence as educators and according to established school board policies and procedures. However, school personnel shall not be allowed to indoctrinate students with their own personal views.
2. Provide students with access to a broad range of ideas and viewpoints.
3. Encourage students to become decision makers, to exercise freedom of thought, and to make independent judgments through the examination and evaluation of relevant information, evidence, facts, and differing viewpoints.
4. Support students' rights to present their ideas, even if some people might find the ideas objectionable.
5. Discuss issues, including those viewed by some as controversial, since such discussion is essential to students' development of critical thinking and other skills which prepare them for full participation as citizens in a democratic society.

The School District is committed to parental and community involvement in the decision-making process for the schools. It is the responsibility of the School Board to provide opportunities for a variety of opinions to be expressed, but it is their further responsibility to protect the educational process from individuals or groups outside the public schools who wish to:

1. Use the public schools to indoctrinate students with particular viewpoints or beliefs.
2. Determine which viewpoints will be presented or avoided in public schools.
3. Require the disciplining of professional staff for including issues or resources considered controversial in their classes if the reasons for including them are educationally sound.

Adopted: 11-12-1985 ISD 709

Revised: 06-20-1995

10-19-2004 ISD 709

6135R CONTROVERSIAL ISSUES REGULATIONS

In an attempt to assist teachers as they address controversial issues with their students, a list of "things to do" and "things not to do" are provided.

Teachers are encouraged to:

1. Deal with controversial issues impartially and as objectively as possible.
2. Handle all such topics in a manner suited to range of knowledge, maturity, and competence of their students.
3. Deal only with issues that are real problems both to the pupils and teachers; they should be current and significant.
4. Screen all teaching materials dealing with all possible aspects of the topic and have them readily available.
5. Bring out all the facts known concerning the issue.
6. Provide the students with the tools of learning which they will need as they face these issues as responsible citizens.
7. Assist students to collect information, document facts, evaluate and organize data and draw tentative conclusions.
8. Assist students to identify propaganda vs. fact, undemocratic theory and practice vs. democratic procedure.
9. Identify for students the skills of discussion, persuasion, negotiation, and arbitration.
10. Make use of the scientific method, the method of inquiry, and group interaction.

Teachers are encouraged not to:

1. Inject their own biases.
2. Manufacture an issue; take up only those that are current and real.
3. Expect a class to reach agreement.
4. Try and handle a "hot" issue with which they are not informed and feel inadequate to handle.
5. Give undue emphasis to a subject nor prolong it beyond its proper study.
6. Use or manipulate students in any way to process grievances involving the teachers' organizations. The principal must keep himself informed of teaching situations, units, or projects relating to controversial issues which involve the instructional staff and students and take immediate action to control those situations not in keeping with School Board policies and regulations.

Approved: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

6140.10 CO-CURRICULAR ACTIVITIES PARTICIPATION FEES

Participation fees are charged to students who participate in the following co-/extra-curricular activities. Activities have been placed within categories depending upon the amount of money paid for coaching/advisor stipends, the number of games or contests held during a season, transportation costs associated with the activity, lease and rental costs, and the amount of money paid to officials and judges. The fee structure to be implemented as of August 1, 2013 is as follows:

Category One	Category Two	Category Three	Category Four
\$500	\$235	\$185	\$60
Hockey	Baseball	Cheerleading (Per Year)	Drama
	Basketball	Cross Country Running	Knowledge Bowl
	Debate	Danceline (Per Year)	Math Team
	Football	Golf	
	LaCrosse	Skiing-Alpine	
	Soccer	Skiing-Nordic	
	Softball	Tennis	
	Speech	Track	
	Swimming		
	Volleyball		

The participation fee is reduced for students who qualify for reduced lunch to \$50.00 for all activities. The participation fee is \$25.00 for students who qualify for free lunch. The family maximum fee will be \$1,000.

All participation fees must be paid prior to the first scheduled event.

Participation Fee Refunds

Students who choose to participate in athletics must realize there are no guarantees regarding playing time or injuries. No participation fees will be refunded after the day prior to the first scheduled event.

Adopted: 06-18-1996 ISD 709

Revised: 09-19-2000

01-15-2002

11-21-2006

08-19-2008

06-16-2009

08-16-2011

05-21-2013

06-16-2015

10-20-2015 ISD 709

6141 NON-PUBLIC SCHOOL PARTICIPATION IN ACTIVITIES

The Minnesota State High School League does not allow for participation of non-public school students on teams at public high schools unless both schools are league members and a cooperative program has been approved. Participation on Duluth Public School District teams shall be limited to Duluth Public School District students.

Adopted: 03-15-94 ISD 709

Revised: 06-20-95 ISD 709

6150 INTERSCHOLASTIC ACTIVITIES

1. Controls

The School Board considers interscholastic activities an integral part of the total school program and shall endeavor to maintain competitive activities which promote a high standard of educational values. Interscholastic programs for the senior high schools shall be subject to the rules and regulations of the Minnesota State High School League and Independent School District 709 rules. All coaches designated as head coaches, with responsibility of interscholastic athletic programs, shall hold appropriate licensure.

2. Athletics

It is the purpose of interscholastic athletics to provide the benefits of competitive experience to as many students as possible. On the elementary level, competition is encouraged. On the middle school level, a strong intramural program and a limited amount of interscholastic competition are encouraged. In the high school level, an interscholastic program is endorsed, but a strong intramural program is also encouraged. Students must have a physical examination before participation in middle or senior high school interscholastic athletics.

3. Fine Arts

Student participation in the following fine arts activities shall be encouraged: drama, speech, debate, vocal music, instrumental music.

4. Reinstatement of Discontinued Programs

The School Board may, from time to time, deem it necessary to take official action to discontinue one or more of the interscholastic co-curricular programs for an indefinite period of time due to financial restrictions or for other reasons, such as reducing enrollment at a particular building. The School Board, in taking such action, does not rule out community/organization financial support for reinstatement of such co-curricular programs. In order to maintain equity in program offerings throughout the School District, all schools must have an opportunity to conduct any program that is reinstated through external financial support.

Funding for reinstatement of any program must provide total support and all monies shall be paid to the School District prior to expenses being incurred.

Activity fees shall be established by the School Board for any reinstated programs and such fees, collected from participants, shall be used exclusively to reduce overall cost of providing a specific reinstated program. Participation fees to reinstated activities will not exceed the activity fees established for participation in School District sponsored programs. All reinstated programs shall be organized, managed, and administered by School District personnel.

References: MSHSL Handbook

Adopted: 06-09-1970 ISD 709

Revised: 08-10-1982

06-20-1995

10-19-2004 ISD 709

6151 ADDITION OF AN ATHLETIC PROGRAM

1. An applicant proposing the addition of a new athletic program shall submit a formal written request to the Assistant Superintendent. This request should include:
 - a) Defined level(s) of activities;
 - b) Detailed financial report defining the start-up costs including equipment, rental and leasing, uniforms, facilities, etc.;
 - c) Detailed financial report defining the costs of operating the program annually including transportation, rental and leasing, officials, coaching salaries, maintenance, entry fees, etc.;
 - d) Feeder program numbers (local and state);
 - e) Community support for the program;
 - f) Coaching availability; and,
 - g) Regional and local competition (schedule).

2. Written requests will be reviewed by a committee consisting of the Assistant Superintendent, the CFO/Executive Director of Business Services, the Activities Directors, and the School Board member assigned to assess co-curricular programs. This committee will consider Title IX implications, the impact the proposed athletic program will have on existing athletic programs, DFT concerns, estimated expenses, individual school concerns, and other items covered or not covered in the formal request.

3. The Committee's recommendation including, but not limited to, the new program's anticipated expenses, a recommended time frame for implementation, minimum number of participants necessary for implementation, and level of play offered, will be forwarded to the Education Committee for a recommendation to the School Board. The School Board shall make the final determination to approve, deny, or table the request. The Superintendent or his/her designee shall respond to the applicant with a summary of the School Board's decision.

Adopted: 11-16-1994 ISD 709
 Revised: 02-21-1995
 06-20-1995
04-22-2014 ISD 709

6155 CLASS SIZE AND STAFF ALLOCATIONS

The School Board is committed to providing each school with the best possible student-teacher ratio and adequate support staff. Recognizing that staff allocations to schools and, ultimately, class size are a function and result of the School District's income, the School Board will authorize staff allocations annually, and each school will receive its allocation when the new year's enrollment has been determined.

Adopted: 01-08-1980 ISD 709

Revised: 07-13-1982

05-14-1985

03-11-1986

06-20-1995 ISD 709

6160 FIELD TRIPS

I. PURPOSE

The purpose of this policy is to provide guidelines for student trips and to identify the general process to be followed for review and approval of trip requests.

II. GENERAL STATEMENT OF POLICY

It is the general expectation of the School Board that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. On all school-sponsored trips, provisions will be made for appropriate special education accommodations/modifications for special education students. On all overnight school-sponsored trips, background checks will be required for all chaperones at their own expense. Student trips will be categorized within three general areas:

a. Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal, and shall be financed by school district funds within the constraints of the school building budget. Fees may not be assessed against students to defray direct costs of instructional trips.

b. Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which usually take place outside the regular school day, but do not include overnight stays. Examples of trips in this category involve student activities, clubs, and other special interest groups. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested.

c. Extended Trips Within Minnesota, the Continental United States, or a Foreign Country

Trips that involve one or more overnight stops within Minnesota, the Continental United States, or a foreign country fall into this category. Extended trips may be instructional or supplementary, and must be requested well in advance of the planned activity. Extended trips within the school year should whenever possible coincide with school vacation periods. An Extended Trip Request form must be completed and approved by the principal, superintendent, and School Board. Exceptions to the approval may be granted or expedited to accommodate emergencies or contingencies (e.g. tournament competition).

d. Trips to a Foreign Country Other than Canada

As per Resolutions E-5-09-2628 (May 19, 2009) and E-11-10-2826 Independent

School District 709 does not sponsor or accept any liability for foreign trips other than Canada. As noted in resolution E-5-09-2628, all staff who accompany students on any foreign trips other than Canada are expected to obtain a signed liability release and waiver form (attached) from the student's parents/guardians prior to the trip.

The School Board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students. All fundraising activities for extended trip opportunities must be approved by the School Board under Fund Raisers in the Financial Report section of the Business Committee Report.

Adopted: 06-09-1970 ISD 709

Revised: 12-17-1974

02-10-1976

06-20-1995

12-17-2002

10-19-2004

02-27-2007

06-16-2009

12-21-2010 ISD 709

6160R FIELD TRIPS

The School Board acknowledges the educational value gained through field trips and travel experiences. The School Board also realizes that exceptional care of students is necessary to make such trips as valuable and safe as possible. Therefore, the following regulations apply:

- a. Rules of conduct and student discipline shall apply to all student trip activity. Specifically, for students, there will be no use of alcohol, tobacco, or other controlled substances at any time, local culture notwithstanding.
- b. The trip chaperones/travel advisors shall be responsible for providing the building administrator a more detailed set of procedures including parental involvement, supervision and other such factors deemed important and in the best interest of the students.
- c. Transportation shall be furnished through a commercial carrier or school-owned vehicle. In the event a private vehicle is approved for use, a certificate of insurance must be on file in the school district office.
- d. For all chaperones, local cultures notwithstanding, there will be no use of alcohol or other controlled substances. Chaperones will provide twenty-four hour seven-day supervision of students. Such schedule will be provided to parents along with a phone number by which parents can contact the group at any time during the trip.
- e. For students, all High School League regulations related to alcohol, tobacco, and other controlled substances apply.
- f. When school sponsored overseas travel is arranged through private organizations students will be required to purchase insurance through the private organization.

Violations

- a. For adults who are school personnel, violations will be dealt with through the Human Resources Department.
- b. For students, violations will be dealt with through the principal and/or activities director.

Approved: 01-16-2007 ISD 709

6165 HOMEWORK

The School Board is supportive of homework being assigned to students by their teachers as long as it can be considered to be of benefit to the individual student. The School Board advises teachers and principals that its support for student homework is based on the following assumptions relative to good homework assignments:

- They are clear, interesting, and geared to individual abilities and needs.
- Students definitely understand what is to be done and have had enough practice in class to do the work unaided.
- They are of a type which can be better done away from school.
- The student's home environment and facilities have been taken into consideration.
- They are of an informal nature, supplementing the formal instruction of the classroom.
- The special interests of students are considered.
- They are such that students need not waste time in getting started on them.
- Rather than more of the same, most homework should be for enrichment.

Adopted: 06-09-70 ISD 709

Revised: 06-20-95 ISD 709

6175 SPECIAL INDIVIDUAL SERVICES

1. Physical Health

The School Board shall provide health services necessary as required by law for the prevention of disease and for the promotion and maintenance of health for all eligible children. The School District shall maintain a Student Health Record on every student, including a record of disabilities, immunization status, and health status. This record shall be reviewed annually.

2. Mental Health

It shall be the responsibility of the administrative and instructional staff of the School District to provide conditions favorable for an atmosphere of good mental health in the classroom. These efforts will be directed towards achieving the best possible conditions which are needed for learning. The resources of the School District, especially the psychologists and social workers, in cooperation with other community agencies, will be used to assist in creating a climate which will foster good mental health.

3. Reading

The School Board shall provide remedial and developmental reading services to those students who, as a result of a learning disability, show a need for these services.

References: MSA 123.70-123.704
MSA 144.29
MCAR EDU 140

Adopted: 06-09-1970 ISD 709
Revised: 06-15-1982
11-14-1989
06-20-1995 ISD 709

6175R STUDENT HEALTH RECORD CARD

A permanent health record shall be maintained for each student, including a record of immunization and health status. Health information shall be collected and maintained in conformance with procedures and advisements from the Director of Special Services and in compliance with Minnesota State Law and the Data Privacy Act. This record shall be reviewed annually.

Principals and other designated staff members shall be responsible for the maintenance, confidentiality, and security of student health records which include a record of immunization history. A record of immunizations shall be completed by the parent/guardian, certifying that the student has completed the schedule of recommended immunizations.

Parents may obtain a legal exemption from the school immunization law for medical reasons or conscientiously held beliefs.

The parent/guardian of a student who enrolls from another school district or a student enrolling in a kindergarten shall provide information concerning required immunizations within thirty (30) days of enrollment.

A report on the status of immunization records shall be sent to the State Department by November 1 of each year.

Approved: 06-09-1970 ISD 709
 Revised: 06-15-1982
 06-20-1995
10-19-2004 ISD 709

6185 GUIDANCE AND COUNSELING PROGRAM

The School Board recognizes that each student possesses intrinsic worth and inherent inalienable rights and that each student is the focus of the educational process. Guidance and counseling services address the particular needs of all students at each school.

Comprehensive Guidance and Counseling Program stresses student development in three major areas: 1) academic achievement, 2) personal/social development, and 3) career and education decision making. Counselors work to meet these needs through a wide range of services that involve students, staff, home, community, and others who influence the learning and development of persons served by the program.

Counselors provide services in a variety of ways. Responsive counseling services are provided in individual and group settings in reaction to students' needs related to the three areas cited above. These services are generally initiated by the student or by a member of the staff who sees the need for a particular issue to be addressed. Individual planning is initiated by the counselor who provides counseling and guidance to foster student decision making skills. Group guidance provides systematic larger scale instruction for all students. Counselors also support the overall school program by designing and leading activities necessary for the effective implementation of the school's guidance program. They design and implement guidance and counseling programs to serve a diverse population consistent with the unique strengths and needs found within each setting.

Goals

Counseling goals can be divided into three general areas:

1. Intellectual-Educational Goals:
Providing a program that will help to develop intellectual potential, cultural appreciation, and positive attitudes toward learning.
2. Personal-Social Goals:
Developing positive interpersonal relationships, developing acceptable patterns of behavior, developing and enhancing self-esteem and self-awareness.
3. Career Development Goals:
Exploring and identifying interests and abilities and using appropriate decision making processes to plan future education and careers.

Program

The guidance and counseling program will consist of the following four major areas:

1. Guidance Component--Learning activities that may take place in classrooms, with groups, or with individuals.
2. Planning Component
 - a. Individual appraisal, includes assisting students to assess and interpret abilities, interests, skills, and achievements.
 - b. Individual advisement, includes assisting students to use self-appraisal to foster awareness, planning, and decision making.
3. Responsive Services Component--May include consultation, personal counseling,

crisis counseling, and referral as responses to individual and/or group needs.

4. System Support Component--Consists of management activities that establish, maintain, and enhance the total guidance program. These may include staff and community public relations, professional development, committee and advisory boards, and program research and development.

Staff

1. The guidance and counseling staff shall be qualified and appropriately certified/licensed according to standards of the State of Minnesota.
2. The guidance and counseling staff shall be responsible for the design, implementation, and evaluation of the services and activities prescribed in the program.
3. Professional, secretarial, and/or para-professional staff shall be adequate in numbers to meet the objectives of the guidance program in each building.
4. Provision is made for staff to attend and/or participate in intra- or inter-professional meetings and activities in and out of the School District.
5. The School District will work toward providing guidance services for all children in all buildings in ratios consistent with American School Counselor Association (ACSA) recommendations.

Facilities

1. Each counselor shall be provided with pleasant, private quarters conducive to conferences of a confidential nature and adequate in size to accommodate three to five persons.
2. The counseling facilities must be located in an area readily accessible to students and others.
3. Each counselor's quarters must be equipped with adequate telephone service.
4. A conveniently located private area adequate for group guidance and counseling activities should be available.
5. Adequate provision shall be made for the storage and display of all records and materials used by the counselor(s) in carrying out the guidance and counseling program, and there must be adequate budget for purchasing, maintaining, and developing the needed materials and equipment.
6. Career resource center(s) should be established where appropriate and staffed to facilitate use of materials, equipment, and supplies for career awareness, exploration, planning, preparation, and progression.

Policy Summary

If this structure and the content involved are to come together as a complete, comprehensive guidance program K-12, some imperatives must be followed:

1. The comprehensive guidance program is student development oriented.
2. The comprehensive guidance program operates on a one hundred percent program and the four program components constitute the total program.
3. The comprehensive guidance program should start the first day of school and the last day of school.
4. The comprehensive guidance program is program-focused.

Adopted: 06-09-1970 ISD 709
Revised: 04-17-1990
06-20-1995
10-19-2004 ISD 709

6195 SUMMER SCHOOL

Upon the recommendation of the Superintendent or designee and the approval of the School Board, a summer school program shall be established to enhance the educational opportunities of Duluth students. Summer school shall be in areas that will by nature provide correction, enrichment, and advancement.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

10-19-2004 ISD 709

6198 ESTABLISHMENT OF SCHOOL WITHIN A SCHOOL PROGRAMS IN DULUTH PUBLIC MIDDLE AND HIGH SCHOOLS

Whereas Duluth Public Schools is dedicated to provision of educational programs that promote the success of all individual students enrolled, and whereas Duluth Public Schools believes in the capacity of site-based decision-making to enhance and expand delivery of instruction strategic to the population served, ISD 709 Middle and High Schools have capacity to create separate and discrete programs, housed within and administrated by existing structures, developed to serve the unique needs of an identified population. These programs, once approved, will be referred to in general as School Within A School (SWAS) programs. Sites that apply to offer such options must complete the following application, which includes approval by the site's council, and submit the application to the District Director of Curriculum, Instruction, and Assessment for final approval by the School Board. Once approved, the site is sanctioned to offer such a program without need for renewal of approval. SWAS programs, district-wide will share the following common definitions and characteristics:

ISD 709 SWAS programs will be Asset-Based. Any program established will be created to capitalize, refine, or build upon attributes, past experiences, interests, and intelligences of a select group of identified students. Assets can be defined as resilience, aptitude, or demonstrated abilities, and programs offered will be created to encourage and extend the students' abilities to capitalize on the assets identified.

ISD 709 SWAS programs will establish intake procedures that include the right of the program to identify specific intake criteria for participants. The criteria will include establishing a SWAS asset-based community. Additional intake procedures must include the right of the student, a teacher, a parent, or an administrator to make recommendation of a potential enrollee and the requirement of the potential participant's parent or legal guardian to be part of the decision to participate. Common intake procedures for all Duluth SWAS programs will include:

- Recommendation for program participation is made by the student, a teacher, a parent, or an administrator.
- Initial recommendation is reviewed by a building administrator and the program coordinator and other identified program leadership.
- If initial review results in recommendation, intake conference is held which includes the student, parent or guardian, building administrator, and the program coordinator.

ISD 709 SWAS programs will report and be held responsible to the building administration and student enrolled will be subject to all rules and regulations delineated in the district policies, and funding will be utilized within specified designations, unless the approved establishment of the program states otherwise.

ISD 709 SWAS programs will complete and submit the following information for Bard approval to the District's Director of Curriculum, Instruction, and Assessment.

Approved: 07-19-2005 ISD 709

6200 EDUCATIONAL TELEVISION

WDSE-TV, Channel 8, is an inter-community, nonprofit organization dedicated to enriching the educational and cultural life of this area through daytime programs tailored to classroom needs and evening programming for the entire community.

Cooperation and coordination efforts on the part of the School District and Channel 8 will see that the instructional programs are correlated properly with the schedules of the public schools.

It shall be the duty of the Curriculum Director in cooperation with WDSE in informing principals of TV Programming so that such programs may be synchronized within the schools' curricular plans.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

01-18-2005 ISD 709

6215 ADULT EDUCATION

The primary objective of the adult education program shall be to provide adults with educational opportunities to acquire and improve their literacy skills necessary to be self-sufficient and to participate effectively as productive workers, family members, and citizens. Specifically, subject-matter offerings are planned to serve the needs of individuals and the community.

Instructional arrangements authorized by the School Board include:

1. Classes are organized, located, and scheduled to accommodate the students wherever possible.
2. The schedule is publicized in the local city papers and in school bulletins.
3. Members of the instructional staff must meet certification requirements set by the state and the School Board.
4. Facilities of the School District are available for classes.

Adult basic education programs are funded by state and federal grants and reimbursements and by special project grants. No fees are charged for classes. Assessments and grades will be given in areas which require such evaluations to meet state certification requirements. Certificates of achievement and/or diplomas will be awarded where appropriate.

Adopted: 06-09-1970 ISD 709
 Revised: 06-20-1995
01-18-2005 ISD 709

6230 KID CONNECTION PROGRAMS

Realizing the need for adequate non-instructional child care of school age children, the primary objective of a Kid Connection program shall be provision of quality child care for school age children. This is a fee-based program.

The best locations are usually schools and sites that can be served by existing transportation systems. Such programs meet a very important need of children and provide a source for family support in the community.

Written standards for Community Education Kid Connection programs will be on file in the Superintendent's office and at each Kid Connection site. Standards are subject to revision by the School Board and will be reviewed annually by the Citywide Community Education Advisory Council.

Reference: MSA 121.88

Adopted: 12-11-1984 ISD 709

Revised: 05-08-1990

06-20-1995 ISD 709

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 24, 2026

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 - January 20, 2026 | 3 |
| 2) Special [Closed] School Board Meeting Re: Legal - January 27, 2026 | 6 |
| 3) Special School Board Meeting Re: 26-27 School Calendar & Supt.
Contract - February 5, 2026 | 7 |

B. Approval of Action Items

- | | |
|---------------------------------------------------------------------------------|----|
| 1) <u>Human Resources</u> | |
| a. HR Staffing Report | 8 |
| 2) <u>Finance</u> | |
| a. <u>Financial Report</u> | 9 |
| b. <u>Fundraisers</u> | 10 |
| c. <u>Bids, RFPs and Quotes</u> | |
| (1) RFP #340 - Professional Auditing Services | 11 |
| (2) RFP #341 - District Capacity Study | 13 |
| (3) RFQ #4409 - Homecroft Media Furniture | 15 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u> | |
| 4) <u>Other</u> | |
| a. <u>Diploma Requests</u> | 17 |
| b. <u>Field Trip Requests</u> | |
| (1) Denfeld High School Science Dogsled Adventure | 30 |
| (2) Laura MacArthur 5th Grade Wolf Ridge | 36 |
| c. <u>Data Sharing Agreements</u> | |

C. Approval of Policy Readings

- | | |
|------------------------------------------------------------------------------------------------------------------------------------|----|
| 1) <u>First Readings</u> | |
| a. 542 Intra-District Transfers (renumbering and update to 5040
Transfers within the School District) | 60 |
| 2) <u>Second Readings</u> | |
| a. 612.1 Development of Parental Involvement Policies for Title I
Programs (replacing 1067 Parent/Community Involvement Policy) | 62 |
| 3) <u>Policies for Deletion</u> | |
| a. 6000 Series | 71 |

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all

informational and action items represented in the Regular School Board Meeting Report of each committee.

- | | |
|--------------------------------------------------------------------------------------|------------|
| 1) <u>Monthly Committee of the Whole</u> - (<i>February 5, 2026</i>) | <u>78</u> |
| 2) <u>Policy Committee</u> - (<i>February 12, 2026</i>) | <u>110</u> |
| 3) <u>Human Resources/Business Services Committee</u> - (<i>February 11, 2026</i>) | <u>162</u> |

Regular School Board Meeting
 Tuesday, January 20, 2026 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 6:33 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

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

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 Representatives Bowles & Mattila introduced themselves.

6.B. Superintendent's Report

The Superintendent presented the Superintendent's Report.

Topics included:

2026 Student Representative Introductions

Osiris Garcia Henderson - ALC

Tamia Bowles - Denfeld

Kalina Mattila - East

Minnesota School Board Association Update

Legislative Update

Board Work Session Update

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 (*January 6, 2026*)

Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report. Discussion was had.

7.B. Human Resources/Business Services Committee - (*January 12, 2026*)

Member Sadowski presented the Human Resources/Business Services Report. Discussion was had.

7.C. Policy Committee (*January 13, 2026*)

Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates

Member Sadowski shared information about the Head Start Policy Council meeting.

Member Lofald shared information about the Quality Steering Committee meeting.

Member Loeffler-Kemp shared information about the Duluth Public Schools Endowment Fund.

9. Consent Agenda

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

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

Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-1-26-4154 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-1-26-4154 Acceptance of Donations to Duluth Public Schools. This motion, made by Amber Sadowski 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

11. Special Resolutions and Action Items

11.A. Resolution HR-1-26-4152 - Employment of a School Board Member by the District
Move to Approve Resolution HR-1-26-4152 Employment of a School Board Member by the District. Discussion was had. This motion, made by Rosie Loeffler-Kemp and seconded by Stephanie Williams, Passed.

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

12. Questions / Other

Discussion was had about when the Superintendent Contract will be brought forward.

13. Adjournment

Move to Adjourn at 7:51 p.m. This motion, made by Stephanie Williams 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

Special [Closed] School Board Meeting -
 Legal
 Tuesday, January 27, 2026 3:00 PM Central

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

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

1. Call to Order
 at 3:07 p.m.

2. Roll Call

3. Closed Session pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b), to engage in confidential discussions with the Board's legal counsel regarding threatened litigation.

Move to convene to a closed session at 3:09 p.m. This motion, made by Henry Banks and seconded by Stephanie Williams, Passed.

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

Reconvened to open session at 4:01 p.m.

4. Official Action Related to Closed Session

Move to pursue litigation as discussed in closed session. 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

5. Adjournment

Move to Adjourn at 4:01 p.m. This motion, made by Amber Sadowski 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

Special School Board Meeting Re: 26-27
Calendar & Supt. Contract
Thursday, February 5, 2026 4:30 PM Central

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

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

1. Call to Order
at 4:37 p.m.

2. Roll Call

3. Approval of 26-27 School Calendar

Move to Approve the 26-27 School Calendar. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.

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

4. Approval of Superintendent Contract

Move to Approve the Superintendent Contract for John Magas. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.

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

5. Adjournment

Move to Adjourn at 4:53 p.m. This motion, made by Amber Sadowski and seconded by Stephanie Williams, Passed.

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

HUMAN RESOURCES ACTION ITEMS FOR: February 9, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALTONEN, JENNA K	LTS ELEMENTARY MUSIC SPECIALIST/LESTER PARK, (BA) III, 4, 1.0, MILLER H.	01/12/2026
BISEK, HANNAH M	SPED SETTING III TEACHER/LESTER PARK, (BA) III, 6, TAYLOR H.	01/12/2026
EDDY, BROOKE M	LTS MATH TEACHER/DENFELD, (BA) III, 1, 1.0, ZSCHUNKE A.	01/20/2026
SKINNER, MARGARET I	SPED SETTING III TEACHER/PIEDMONT, (MA) III, 6, 1.0,	01/20/2026
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
SUNDELL, VICTORIA L	Cert Leave Mid-Career Extension	02/25/2026 02/25/2027
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CHURCHILL, TIMOTHY J	MATHEMATICS - ORDEAN-EAST MS	06/05/2026
CORDLE, MICHELLE R	SPED PSYCHOLOGIST - PIEDMONT ES	06/05/2026
ISBELL, PATRICIA S	ELEM READ INTERVENTIONIST - LESTER PARK ES	06/05/2026
JACKSON, JODY R	GRADE 6 - ORDEAN-EAST MS	06/05/2026
LAMPI, BARRY E	CTE TRADE & INDUSTRIAL - DENFELD HS	06/05/2026
RUHANEN, DOREEN S	GRADE 2 - HOMECROFT ES	06/05/2026
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, MEGAN C	NUTRITIONAL SERVICE ASSISTANT/LAKEWOOD, 20/38WKS, \$15.99/HR, HINCHCLIFF I.	02/02/2026
ANDERSON, JOSEPH A	SPED BW PARA-LTS/DENFELD, 33.75/38WKS, \$19.23/HR, HENDERSON R.	01/28/2026
DAHLIN, LAUREN N	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, \$15.00/HR,	01/16/2026
FINCH-NEWKIRK, JULIA A	SPED BUILDING WIDE PARA/LINCOLN PARK, 33.75/38WKS, \$20.19/HR, XIONG A.	01/08/2026
HENDRICKS, JARED F	SPED PROGRAM PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.45/HR, HOLL D.	01/13/2026
LOGAN, KRISTINE V	SPED PROGRAM PARA LPN/EAST, 20.25/38WKS, \$28.35/HR, RIDDELL M.	02/02/2026
PETOLETTI, LAURIE K	BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,	02/02/2026
TREMBLE, JAKE F	FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$19.04/HR, CHRISTENSEN A.	01/12/2026
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
SMITH, BART D	SCHOOL BUS DRIVER II	01/23/2026 01/26/2026
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
REAMER, BONNIE L	HOURLY CAFE/PLAYGROUND MONITOR - PIEDMONT ES	01/20/2026



Facilities Report for February 2026 School Board Meeting Highlighting January 2026 Activities

Department: Facilities
HR|Business Services Committee: 02.09.2026
Regular Board Meeting: 02.24.2026
Report Prepared By: Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Construction on the First Street Buildout project remains underway, with structural steel getting ready for installation. Wall framing, sheetrock, and priming / painting walls underway.

What We're Working On:

- a. The State Fire Marshal will be doing walk thru's at Lakewood and Homecroft.
- b. Backup Generator Inspections completed.
- c. All school boiler calibrations completed.
- d. Scope development continues for the Lakewood fuel conversion and boiler installation.
- e. Scope development for the East Manufacturing shop continues and will now include a Power quality and distribution assessment for all of the equipment.
- f. Ansul system installation slated to begin early February at Stowe.
- g. Replacement of entryway glass installed at Denfeld

What We're Working On:

- a. February winter recess break, four day training on floor care and basics of cleaning to offer staff the ability to better understand the science of cleaning to efficiently perform.
- b. With HR on job fairs and posting of open positions.
- c. On boarding of new employees.
- d. Changing over new website ordering from Dalco to ImperiaDade

Staffing Report:

New Licence: Ben Belden 2C Boilers license, Dale McRae 2C.

New Hire: Laura Mac/Denfeld Split Jared Bjorlin, Lester Park Sean OLeary, Ordean, Sarah Chrapkowski and Homecroft/Ordean Split.

Open and posted: Costondinan at East, SSE1 Lakewood, SSE1 Myers-Wilkins, SSE2 Ordean and SSE2 Lincoln Park.

**Fundraisers Reported
January 2026**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
East	Debate Team	\$1,300.00	Bagging Groceries - Lakeside Super One
Lakewood	Schoolwide	\$400.00	Spirit Wear - We have a Spirit Wear Store Opening with all Lakewood Gear. They have agreed to give us 10% of our profits which would go into our student activities account.
Laura MacArthur	5th grade Wolf Ridge	\$800.00	Selling Duluth Coffee Company coffee
Lester Park	Schoolwide	\$27.30	Box Tops
Lester Park	Current 4th grade-- fundraising for fall 26 5th grade Wolf Ridge Trip	\$2,200.00	This fundraiser opportunity will be taking place in the spring of 2026 by the current 4th graders. Our trip to Wolf Ridge is on the calendar for September 23-25th. Families will have time to plan for the cost. Each scholar choosing to do the fundraiser are not required to find sponsors for every letter. Whatever they fundraise 100% will go towards their cost.
Lincoln Park	6th grade classes	\$500.00	Chick-Fil-A community fundraiser

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **RFP 340 PROFESSIONAL AUDITING SERVICES**
Date: February 4, 2026

RFP is for professional auditing services for the Finance Department of the district.

Seven (7) potential vendors were emailed a copy of the RFP. It was advertised in the Duluth News Tribune for two weeks consecutively and available on the ISD709 district website with three (3) vendors responding resulting in the following:

<u>VENDOR</u>	<u>TOTAL</u>
LB CARLSON	\$109,775.00 (FIRST YR)
ABDO	\$102,300.00 (FIRST YR)
DELOITTE	NO RESPONSE
GRANT THORNTON, LLP	NO RESPONSE
KPMG, LLP	EMAILED REGRETS
RSM US, LLP	NO RESPONSE
WIPFLI, LLP	NO RESPONSE

Sheila Stevens, Finance Manager and Simone Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance, compared performance ability and best value overall.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by LB CARLSON for the amount of \$109,775.00.

Program: Finance

Fund Custodian: Simon Zunich, Executive Director of Business Services

Kelly Durick Eder, Board Chair

Date: February 4, 2026

BID TAB FOR RFP #340 PROFESSIONAL AUDITING SERVICES

<u>VENDOR</u>	<u>AMOUNT</u>
LB CARLSON	\$109,775.00 (FIRST YR)
ABDO	\$102,300.00 (FIRST YR)

Awarded Vendor: LB CARLSON

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **RFP 341 DISTRICT CAPACITY STUDY**
Date: February 4, 2026

The RFP is for vendors interested in providing a District Capacity Study for future budgets, enrollment and various other items over the next ten (10) years.

The RFP criteria was shared with Five (5) vendors, it was advertised in the Duluth News Tribune for two weeks consecutively and it was available on the ISD709 district website with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
TEAMWORKS	\$39,425
K12 COALITION	\$76,560
MGT	\$87,873
WOOLPERT	NO RESPONSE
THE MORRIS LEATHERMAN COMPANY	NO RESPONSE
ICS	EMAILED REGRETS
NEXUS	NO RESPONSE

Superintendent John Magas and Simon Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by Teamworks for the amount of \$39,425.

Program: Superintendent

Fund Custodian: John Magas

Date: 02.03.26

BID TAB FOR RFP #341 DISTRICT CAPACITY STUDY

<u>VENDOR</u>	<u>AMOUNT</u>
TEAMWORKS	\$39,425
K12 COALITION	\$76,560
MGT	\$87,873

Awarded Vendor: TEAMWORKS

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811
218-336-8907

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services
FROM: Cathy Holman, Purchasing Coordinator
SUBJECT: RFQ – 4409 Homecroft Media Furniture
DATE: January 15, 2026

Request for proposals of new media furniture for the Homecroft Elementary site were sent to four (4) vendors.

Three (3) responses were received with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
School Specialty	\$41,157.38
Virco	\$61,516.14
Demco	\$66,294.20
Innovative	NO BID (LATE)

Bryan Brown and Heather Nordwall from the Facilities Department reviewed the responses.

Facilities Manager, Bryan Brown recommends accepting and awarding the RFQ #4409, meeting specifications as timely submitted by School Specialty.

PROGRAM: Facilities

FUND CUSTODIAN: Homecroft PTA

RFQ #4409 BID TAB FOR HOMECROFT MEDIA FURNITURE

School Specialty	\$41,157.38
Virco	\$61,516.14
Demco	\$66,294.20
Innovative	NO BID (LATE)

December 2, 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>
Danielle M McKinley	Duluth Public Schools	12/1/2025

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 12/3/2025

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

Michael Hendrickson Jr.

12/3/2025

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 12/3/2025

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

Ethan Polecheck

12/3/2025

December 10, 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>
Haydon Marcus Schuessler	Duluth Public Schools	12/10/2025

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

December 16, 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>
Kadence Larson	Duluth Public Schools	12/16/2025

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

January 5, 2026

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>
Kiercy Seehus	Duluth Public Schools	1/5/2026

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 1/7/2026

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

Olivia Jorgensen

1/7/2026

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 1/8/2026

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

Bernitta Marlen

1/8/2026

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 1/8/2026

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

Donald Brewster

1/8/2026

ARROWHEAD ACADEMY

4849 Ivanhoe Street
Phone: (218) 336-8955 ~ Fax: (218) 336-8959

January 9th, 2026

John Magas
Ind. School District 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Mr. Magas,

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

<u>Name of Graduate</u>	<u>School</u>	<u>Graduation Date</u>
Damien Aaron Dow	Arrowhead Academy	January 13th, 2026

Thank you

Jacob Hintsala
Principal

January 15, 2026

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>
Candace King	Duluth Public Schools	1/15/2026

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 1/29/2026

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

RaeAnn Sojka

1/29/2026

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 2/10/2026

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

Michael Shepard

2/10/2026

DISTRICT 709 FIELD TRIP REQUESTS

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

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

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

DEFINITIONS:

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

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

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

INSTRUCTIONAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

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

EXTENDED TRIP ACTION

Principal: Recommended Name: [Signature]
 Not Recommended Date: 1-16-26

Assistant Superintendent: Recommended Name: Anthony Bon L
 Not Recommended Date: 1/24/26

School Board: Approved Name: _____
 Not Approved Date: _____

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Denfeld Dogsled Adventure: HS Science
2. Contact Person (Responsible for Checklist Completion): Joshua Borchardt, Science Teacher
3. Field Trip Date(s): Feb 8 - 11 Destination: Wintergreen Dogsled Lodge
4. Field Trip Overview (Include events, establishments and locations): A multi day dogsled adventure into the BWCAW. Focus on team building, local science, indigenous culture, and scientific research in partnership with UMD
5. Field Trip Departure from School (Date and Time): Sunday Feb 8 9AM
Field Trip Return to School (Date and Time): Wed Feb 11 before 3PM (can take bus home)
6. Objectives of Field Trip: Start a recurring winter BWCAW trip to help underserved students access the wilderness, form partnerships with local institutions, and conduct scientific research
7. Relationship to Curriculum or Student Learning: Students will go through the scientific method, learn about indigenous cultural knowledge, and explore team building activities and scientific journaling
8. Planned Follow-up Field Trip Activities: Follow up meeting with students, students can also do a talk to tell others about their trip. Plan for 2027.
9. Field Trip Budget Request (See attached breakdown)

Estimated Expenses	
Total Admission/Fees	\$4400
Total Meals	\$
Total Lodging	\$
Total Transportation	\$ 400
<input type="checkbox"/> School District Vehicle(s)	
<input checked="" type="checkbox"/> Commercial Transportation Carrier ~ Name: <u>SK Shuttle</u>	
<input checked="" type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: <u>Josh Borchardt</u>	
Total Additional Stipends:	\$
Other:	\$
Total	\$ 4800

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$ 2800
Student Fees		\$ 120
Total Additional Stipends:		\$
Total		\$ 3520

11. Reviewed/Completed Request Checklist: Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME	LOCATION
Sun Feb 8 - Wed Feb 11	Wintergreen Dogsled Lodge, Ely, MN
_____	_____
_____	_____
_____	_____


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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary.
- Arrange Funding of Expenses During Trip
- Arrange Meal Plans
- Arrange Lodging Plans and Room Assignments
- Collect Family Emergency Information for Students
Example: Home phone numbers, emergency contacts, medical information
- Additional Information
Note: Provide any additional information.

Signature of Contact Person: 



Dear Parents/Guardians:

On Sunday February 8- Wed Feb 11, your student will have the opportunity to go on a field trip to experience and learn about dogsledding in the Boundary Waters Canoe Area Wilderness with Wintergreen Dogsled Lodge. We will have 2 teachers chaperoning with 1-2 wilderness guides at Wintergreen.

Denfeld students will take a private shuttle from Denfeld at 9AM Sunday to Wintergreen Dogsled Lodge. On Wednesday, we will be leaving Wintergreen around 10AM and returning to Denfeld, where your student can be picked up, or stay until the remaining of the school day and take the bus home. Students will need to bring their own snacks for the shuttle ride to and from Denfeld/Wintergreen. All other food will be provided on site. Please let us know if there are dietary considerations that must be made. **THERE IS A COST of \$120/student to participate. Should we get more grant funding prior to the trip, a portion (or all) of the cost may be returned to you in that event.**

Please sign the permission slip below and return it to school as soon as possible. We must have the permission slip on file in order for your student to attend. If your student is in need of special support, please email one of us (see below for and check the box below.

Field Trip Schedule:

CHECK-IN: 12-4PM Sunday, February 8 2026

CHECK-OUT: 9-11am Wednesday, February 11 2026

Here's what you need to do to prepare for your Wintergreen experience:

1. REVIEW THE INFO ABOVE. If you note any errors, email or call us immediately at 218-349-6128.

2. SIGN WAIVERS. Please visit our Guest Reservation Center and have every adult in your party e-sign our waiver. Please forward this email to the other adults in your party so they can also visit the Guest Reservation Center.

3. ENTER YOUR GUEST INFO. Please visit our Guest Reservation Center and enter vital quest information about each member of your party.

5. REVIEW OUR "TRIP KIT" packet that you'll receive by postal mail. In the meantime, review key components of our TRIP KIT online: <https://www.dogsledding.com/clothing-for-your-wintergreen-trip> Our packet includes everything you need to prepare for your trip: a checklist of personal clothing options, a list of rental clothing & boots available through Wintergreen, a map with info on transport options to Wintergreen, and health & waiver form.

A week before your trip, we'll email final details about your trip. NOTE: We suggest protecting your travel investment: www.travelex-insurance.com 264

6. MAKE YOUR TRAVEL ARRANGEMENTS. DRIVING: Our guests who live in the midwest region (MI, WI, OH, IN, IL, ND, SD, NE, KS, MO) generally choose to drive. Ely is served by good all weather highway systems (all but the last 50 miles is divided 4-lane). In our 40 years of dogsledding, no guests have ever had their trip delayed by road closures. Allow 4-hour drive time from Minneapolis/St. Paul, 9 hours from Chicago, 12 from St. Louis, 13 from Detroit. FLYING: Our regional airports, Duluth (DLH) & Hibbing (HIB) are served by Delta Airlines (www.delta.com, 800-225-2525) and from Minneapolis & United Airlines from Chicago. Hibbing is a 50-minute turboprop flight from MSP plus a 70-mile drive to Ely. Duluth is a 30-minute jet flight from MSP or 1-hr from Chicago, plus a 100-mile drive to Ely. If your travel requires you to arrive in Ely late evening or depart early morning, no problem - we'll provide meals for you. GROUND SHUTTLE: options include SK Taxi 218-221-1604, Allied Taxi Duluth (218-722-3311), Hibbing Taxi (218-263-5065) OR car rental: All major brands are at Duluth airport. But we suggest a local DLH & HIB option: Dave Nelson's ACAR, acarrental.com, 218-722-4181, office@acarrental.com, (Wintergreen discount code: DOGSLED) Some guests fly to Minneapolis & rent a car for the 4-hr drive to Ely, a good option for those who extend their stay before or after their dogsled trip (various Ely lodges offer discounts for our guests to spend extra time--see "Trip Kit" for details). FLASH NEWS! The new "Ely Ride Service" will begin offering shuttles to/from Duluth or Hibbing Airports and Wintergreen by van this winter. Call Cheryl at 218-288-7433 for info. Let her know you're on a Wintergreen trip.

7. REVIEW ?Dressing for Dogsledding? in the Trip Kit to determine which items you already have or may choose to purchase or rent.

8. ENHANCE YOUR ENJOYMENT of your trip by being fit. One or more 30-minute stamina-building exercise sessions per week (such as walking, jogging, or aerobics) can make a big difference in how much fun you'll have at Wintergreen. Review the fitness gauge in the "Trip Kit." Call us if you have concerns about your fitness.

9. Follow Wintergreen Dogsled Lodge on Facebook for trip updates & dog stories. NOTE: You're eligible for a 20% lodge guest discount on Made-in-Ely WintergreenNorthernWear.com apparel. Your discount code: DOGSLEDFUN

10. LEARN ABOUT DOGSLEDDING with ?Born to the Pull,? the perfect primer on mushing with stories & illustrations that feature our Wintergreen kennel. Order on Amazon or order signed copies from the Wintergreen Northern Wear store.

11. PLEASE WATCH ?Dogsledding 101? on the Wintergreen Dogsled Lodge YouTube channel. You'll need this info!

We look forward to sharing a Wintergreen experience with you. Happy trails! Paul & Peter Schurke & our team

Sincerely,
Joshu Borchardt & Andrew Nissen

John Mobile: (218) 343-6723

Email: john.hotaling@isd709.org

Email: alison.wood@isd709.org

-----DETACH-AND-RETURN-----

I give _____ my permission to attend the Manoonmin Camp on Sept 14,2023.

I understand that ISD709 will not be held responsible for injuries, accidents or a loss of valuables when students are attending field trips.

(Parent/Guardian Print Name) (Parent/Guardian Signature) (Date)

Emergency Phone Number: (____) _____ -- _____

Please call me about a student concern:

My student needs _____.

DISTRICT 709 FIELD TRIP REQUESTS

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

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

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

DEFINITIONS:

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

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

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

INSTRUCTIONAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

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

EXTENDED TRIP ACTION

Principal: Recommended Name: Carrie Thompson
 Not Recommended Date: 1-14-26

Assistant Superintendent: Recommended Name: Anthony Buhr
 Not Recommended Date: 1/26/26

School Board: Approved Name: _____
 Not Approved Date: _____

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Laura Mac 5th Gr. Wolf Ridge

2. Contact Person (Responsible for Checklist Completion): Adam Metzger

3. Field Trip Date(s): 5/13 - 5/15 Destination: Wolf Ridge ELC

4. Field Trip Overview (Include events, establishments and locations): Outdoor Education, Environmental Sci, Adventure Courses

5. Field Trip Departure from School (Date and Time): 9:30 AM 5/13/26

Field Trip Return to School (Date and Time): 1:45 PM 5/15/26

6. Objectives of Field Trip: MN Sci Standards, Outdoor Exp

7. Relationship to Curriculum or Student Learning: We choose classes that meet many state standards

8. Planned Follow-up Field Trip Activities: Journals, reflection, project based learning.

9. Field Trip Budget Request

Estimated Expenses		
Total Admission/Fees	<u>\$209 x 45 =</u>	\$ <u>9405</u>
Total Meals		\$ <u>-</u>
Total Lodging		\$ <u>-</u>
Total Transportation		\$
<input checked="" type="checkbox"/> School District Vehicle(s)		
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____		
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____		
		<u>1100</u>
Total Additional Stipends:		\$
Other:		\$
Total		\$ <u>10506</u>

Revenues		
District Budget	Code:	\$
Booster Group		\$ <u>6500</u>
Donations		\$ <u>944</u>
Student Fees		\$ <u>3060</u>
Total Additional Stipends:		\$
Total		\$ <u>10506</u>

11. Reviewed/Completed Request Checklist: Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME

LOCATION

SEE EXAMPLE

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

Signature of Contact Person: _____

Adan M... [Signature]

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary.
- Arrange Funding of Expenses During Trip
- Arrange Meal Plans
- Arrange Lodging Plans and Room Assignments
- Collect Family Emergency Information for Students
Example: Home phone numbers, emergency contacts, medical information
- Additional Information
Note: Provide any additional information.

Signature of Contact Person: _____

Adan M... [Signature]

Wolf Ridge Budget 2025-26 SY	
Tuition Per Person	\$209
Number of Attendees	45.00
Deposit Amount	\$75
Expenses	
WR Tuition	\$9,405
Transporation	\$1,100
Total Expenses	\$10,505
Funding	
Student Deposits	\$3,375
Grants	We received a large grant from Wolf Ridge this year.
Donations/Fundraising	\$944
Total Funding	\$10,819
Total Funding	\$10,819
Total Expenses	\$10,505
	Excess funds will be used to cover adult chaperone support.
	\$314

Dear 5th Grade Families,

We are excited to announce that the 5th grade class will have the opportunity to go to Wolf Ridge Environmental Learning Center this school year.

Included in this letter, to be RETURNED -

- Wolf Ridge Student/Guardian Agreement by January 5th, 2026
- Permission Form by March 1st, 2026 (\$95.00 payment also due at this time)

Wolf Ridge website <https://wolf-ridge.org/>

This trip is an amazing opportunity for our students to learn new skills, practice science inquiry, work as a community, have experiences outdoors, and have fun with their peers. Wolf Ridge is often a trip children remember their whole lives!

Important Points -

- **When:** Wednesday - Friday **May 13th - 15th, 2026**
- **Where:** Near Finlayson, MN (about 70 miles northeast of Duluth)
- **What:** A three day, two night learning experience focused on outdoor education, science, inquiry, and team building.
- **Cost:** ~~\$235.00~~ ⇒ **\$95.00 per student to be paid by families**

We were awarded a generous scholarship/grant from Wolf Ridge!!!

We have never had a student not attend this trip due to finances, we are happy to work out a plan with families, please reach out to us! :)

- **Fundraising:** We are doing only 1 fundraiser this year: Kwik Trip Car Wash cards ran until Holiday Break in December. Fundraising is on an individual basis; If you choose to fundraise, the money first goes directly to your student.
- **Chaperones:** This year we are asking that chaperones pay the amount of \$90.00 towards their visit. We are also only able to accommodate 6 Please contact us with interest, there will be a background check.
- **Due Dates:** We are asking families to pay **\$95.00 by March 1st, 2025.**

We will communicate how much your student owes based on any previous deposits of money or fundraised amounts. Money can be paid at any time, checks can be made out to *Laura MacArthur School*.

- **A parent/guardian/chaperone information meeting will be held Wed. April 1st in Mr. Metzger's room at 3:30pm**

Please take time to review the following **pro-tips** with your student before our trip:

- Medications**- Teachers will be responsible for supervising any medication needed. Please have medication labeled and direction clearly written to make this process safe and efficient.
- Meals**- Food at Wolf Ridge is high quality, varied, and plentiful. Please encourage your student to have a positive attitude towards eating something that may be different than what they are used to.
- Physical Exertion** - Our learning takes place outdoors and requires lots of walking and climbing. The weather may be hot or cold. It may be raining, sleeting, or snowing. There may be bugs. This is all part of the experience and a positive attitude as well as proper preparedness makes everyone's experience better.
- Sleep** - Please work to ensure that your student is prepared to sleep away from home for two nights. They should be able to fall asleep independently.
- Representing our School** - This trip is a big deal for Laura MacArthur. Many people have worked very hard to make this trip a success and we want to impress everyone who interacts with us. This is a time for everyone to be their best!
- Participation** - There is no nurses office, places to take breaks, or extra adults to walk students to class like we have at school. Students must stay with their dorm/learning group at all times in order for everyone to participate and be safe.

Over the next few months, we expect and require that each student act responsibly, respectfully, and safely inside and outside of school in order to earn the privilege to attend the trip.

Rules for Wolf Ridge:

*****Please review prior to your trip.**

1. Students must be with an adult at all times. You will always stay with your dorm group adult or your learning group adult(s). Your dorm group is your team.
2. No one is allowed to go back to the dorm without an adult.
3. Shoes or boots are not allowed in the dorm rooms. Leave them lined up neatly outside your door in the hallway.
4. Keep the rooms clean and neat at all times so you are ready for inspection for the conservation challenge award.
5. We are walking at all times within the buildings and if instructed by any adult.
6. Be on your best behavior at all times. We are representing Laura MacArthur Elementary School, our community, ourselves, and our families!

7. Remember- All electronic devices, food, and gum are to stay home. Wolf Ridge does not allow these items.

FAQ

What will my student need to bring?

Please see the packing list!

Practical clothing for being outside in the late spring (jacket and good walking shoes, plus mud/snow boots), toiletries, and bedding (sleeping bag/blankets & pillow), a water bottle, and any medications that your child uses.

Also students should bring a book to read and/or a journal to write in during quiet time before bed.

What if my child is not able to go to Wolf Ridge?

Students who are not able to attend the Wolf Ridge trip will come to school as normal and have regular work to complete as well as helping opportunities in other areas of the building.

Can my student bring a cellphone?

Wolf Ridge does not allow TECHNOLOGY such as ipods/mp3 players, ipads/notebooks, Kindles, and cell phones, etc. as they tend to be distracting/problematic and take away from the outdoor experience.

Can my child bring food with them?

No need! Meals and snacks will be provided. They are well fed (all 3 meals), snacks are provided twice per day. Extra food in dwelling areas attracts mice as doors are often open with people going in and out. **Please do not allow your child to bring any candy, snack, or any food with them. Food is not allowed in the dorms.**

How does the overnight experience of the trip work?

There will be dorm rooms for students and adults with 6-8 people per room (4 bunk beds). Boys and girls will have separate assigned rooms with an adult in each room as well (as long as we have enough chaperones). There are sinks and a private bathroom/shower in each room with cubie areas for things. Quiet hours are 9:30pm to 6:30 am.

Wolf Ridge Packing List
(subject to change due to weather)

- Clothes (Long pants, shorts, short sleeve shirts, sweatshirt, light jacket, socks (long) and underwear)
- Shoes (good for walking/hiking and a pair boots for slush/snow/mud)
- Pajamas
- Bedding (sleeping bag + pillow or blanket, sheet, and pillow)
- Book/Journal & Pen/Pencil
- Hat
- Water Bottle
- Toiletries (toothbrush, toothpaste, soap, deodorant)
NO body spray! (If you smell good, you'll smell good to any bugs.)
- Towel
- Sunscreen & Bug Repellent

PLEASE DO NOT BRING THE FOLLOWING ITEMS

Toys	Candy	Stuffed Animals	Electronics
Flashlights	Body Spray	Gum	Snacks
Slime/fidgets			

Wolf Ridge - Student & Guardian Agreement

***Please read through together & return signed to school before winter break -
DUE BACK by December 20th, 2024

We all agree to the following....

Students	Guardians (Families)	Teachers
<ul style="list-style-type: none"> ● I will SOAR in school and in the community ● I will have fewer than 3 major Referrals 2nd semester ● I will attend school to be prepared for the trip (80% 2nd Semester, excluding excused absences) ● I will represent my school with pride & outstanding behavior at Wolf Ridge 	<ul style="list-style-type: none"> ● We will be reachable and responsive before and during the trip ● We will make sure that forms are completed and turned on time ● We will help our student fundraise/pay for this experience ● <i>If required: I will attend Wolf Ridge with my student to support positive participation.</i> 	<ul style="list-style-type: none"> ● Plan, supervise, and organize a successful experience. ● Communicate important field trip information to families at conferences, in newsletters, and electronically ● Notify families of behavior incidents that may affect trip participation. ● Prepare students for the trip by pre teaching

Behavior Expectation at School - This overnight field trip opportunity is a privilege, not a right, even if you have paid. In order for everyone to be safe and participate fully in this experience, students must demonstrate that they can SOAR at school. We hold students to the following standards for behavior during second semester:

Invited to Attend Wolf Ridge Independently	Invited to Attend Wolf Ridge ONLY WITH a Parent or Guardian Chaperone
<ul style="list-style-type: none"> ● 3 or fewer Major Office Discipline Referrals 2nd Semester ● No In School or Out of School Suspension 2nd Semester 	<ul style="list-style-type: none"> ● More than 3 Office Discipline Referrals 2nd Semester ● Any In or Out of School Suspension 2nd Semester

- Teachers or Administrators will contact parents whenever a discipline event occurs in school that will affect Wolf Ridge.
- Notice will be given if your child will require a chaperone.

Behavior Expectations at Wolf Ridge

Minor Behaviors	<ul style="list-style-type: none">● Students will be reminded by staff/chaperones to meet our SOARing expectations● If a second minor incident occurs, students will problem solve with a teacher and parent contact will be made.
Major Behaviors	<ul style="list-style-type: none">● Any major behavior incident occurring on this trip will result in a student being asked to leave Wolf Ridge. This will require an adult to come and pick up this student, or a staff member to drive them back to school at parent expense.

School Levels of Referral Write-Ups:

Level 1 - Incidental	Level 2 - Minor	Level 3 - Major	Level 4 - Unlawful
<p><i>Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.</i></p> <ul style="list-style-type: none"> -out of seat -noise making -horseplay -minor arguments -loud noise -refusal to follow directions (non chronic) -unprepared for class -missing homework -running in hallway -Dress Code -consensual display of affection 	<p><i>Doesn't significantly violate the rights of others. Doesn't put others at risk.</i></p> <ul style="list-style-type: none"> -disruption -disrespect -defiance -inappropriate language -cell phone violation -leaving assigned area -misuse of technology -avoiding staff -refusal to participate in class -refusal to follow directions -property misuse -interruptions -academic dishonesty 	<p><i>Violates the rights of others. Puts self or others at risk, or chronic</i></p> <ul style="list-style-type: none"> -verbal aggression/abusive language -physical aggression -harassment -bullying/cyber bullying -minor property damage/vandalism -leaving building without permission -repeated or prolonged defiance or disrespect -gang display -forgery/plagiarism -attendance issues -technology violation -hazing -gambling -photographic or recording misuse -Intimidation -tobacco -theft -record and identification falsification -threats/intimidation -extortion 	<p><i>Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.</i></p> <ul style="list-style-type: none"> -robbery -significant property damage/vandalism -assault -sexual assault -illegal or prescription drug, alcohol possession -weapon possession -arson -bomb threats -homicide -gang activity -pyrotechnics -fighting -terroristic threats -trespassing

We are not expecting any early trips home for students if expectations are being followed and students are striving to do their personal best!

Please contact us with any questions or concerns!

5th Grade Team

Kalina Pavlisich ext. 2230

kalina.pavlisich@isd709.org

Adam Metzger ext. 1291

adam.metzger@isd709.org

Wolf Ridge Student/Guardian Agreement Signature Sheet

RETURN BY DECEMBER 20TH, 2024

By signing below, I understand the following and am willing to comply with the set expectations:

- I have reviewed the Wolf Ridge Student and Guardian Agreement regarding everyone's expectations. I understand that this is a requirement for students.

- I understand that if it is required, students may be asked to leave Wolf Ridge due to not complying with the behavior expectations. If my child²⁸⁰ is required to come home, **I will drive to Wolf Ridge to pick him/her up.** If I cannot drive there, I know that I will be charged approx \$0.75/per mile to offset staff costs of driving him/her home and will pay this cost within 5 school days of the incident.

Student Name (Printed)

Student Signature

Guardian Signature

Date



Please return by 3/1/2025

Permission Form

I give my student permission to attend the 5th Grade Wolf Ridge field trip Wednesday May 16th - Friday May 18th 2025. I understand this is a three-day/two-night trip.

- Yes, I give permission
- No, I do not give permission/ my student is not attending this trip

Student Name: _____

Guardian Signatarure _____

Payment (check one please)

*Checks can be made payable to Laura MacArthur PTO

- I am enclosing the full amount of \$80.00
- Other amount (please write in/explain) _____
- We are fundraising the money by selling carwash cards
- I am not paying because my student will not be attending

Chaperones - If you are interested in being a chaperone for this trip please indicate below and we will contact you with additional information. Chaperones must be over 18 years of age - preferably the guardian of one of the students in attendance for the trip. Chaperones will need to have a background check completed (no charge).

- I would like to be considered for chaperoning the Wolf Ridge trip.

Name (print) _____

Email _____

Phone _____



Dear Wolf Ridge Chaperone,

Thank you again for volunteering to go with us on our Field Trip! We couldn't have made this trip possible without your time and support. We leave from Laura MacArthur **Wednesday May 13th at about 9 am, and return to Laura MacArthur on Friday, May 15th by 2 pm.**



We would like to request that chaperones meet us early at the school Wednesday morning around **9:00 am** to help with organizing students' bags and loading them into the trailer. Students should bring their bags immediately on entering the school to the **large muscle room - a corner room near the main office inside the school.** The bus for Wolf Ridge will arrive about 8:45am. We will begin loading up the buses immediately, and the bus will leave promptly after, hopefully around 9 - 9:30 am. After students have dropped off their bags in the morning, they are to report to the cafeteria for breakfast as normal until 7:45. We will get students to where they need to be (their specialist) until we leave at 9am. **We request that chaperones stay in the large muscle room and front entrance hallway to help students organize bags and to look for late arrivals until we leave.** When the buses come, we also request that you help load bags onto the enclosed trailer attached to the bus.

Chaperones are encouraged to drive separately on their own if they wish, or carpool with another chaperone. You may choose to bring your child's bag and your bags in your car. **Your student may ride with you if you wish, but only your student and you must sign out and back in on a sheet with us.** Reminder - Students are not allowed to bring their own phone or snacks, but chaperones can have their phones. Please use them for pictures and limit your time on them to set a good example for our students.

Chaperones will have access via email and google docs all important information you will need while we are at Wolf Ridge. This will include information such as your schedule, learning group, dorm assignments, Kitchen and Recycling patrol assignments, and meal times. Students will have a Wolf Ridge journal of their own and they will be expected to fill out journaling prompts about this fun field trip experience. They will keep these in their dorm rooms, and will be bringing extra pencils/pens along with them. Chaperones are asked to encourage students to write in these after their classes/in the evenings before lights out.

Again, thank you all SO MUCH for your time and support!!! We literally could not do this field trip without you! If you have any questions or concerns, please contact us!

PS - bring a mug/thermos for some great **coffee on the deck** in the early am each morning courtesy of Adam & Kalina 😊

Chaperone Tasks & Responsibilities

Wednesday Morning - Departure Day

- 8:30am: Help organize bags in the Large Muscle Room on departure morning and help load buses
- Ensure you have your chaperone binder with you containing the important information.

Dorm Responsibilities

- Help ensure students in your group stay on schedule, and arrive at meals and classes on time. Keep track of students in your dorm - no student is allowed to go anywhere without an adult.
- Set alarms for wake up time in the morning to give students time to dress and go to breakfast (all students and chaperones are required to be at all three meals).
- Help ensure that students are filling out their journals after classes/ evening time before lights out.
- Maintain organization and cleanliness in the rooms. All shoes/boots are left OUTSIDE of rooms. Help check before we leave that everything is out of the room, lights turned off, ect.
- Set up schedules and times in your rooms for when students want to shower (night or morning). You will have your own bathroom/shower in each dorm room.
- Have a settling down period of time during the evening at about 9:00pm. Please enforce quiet setting down time, and require lights out by around 9:30pm.
- Help ease students who may be nervous about sleeping in a new place. Teachers will be there as well, so feel free to come to us if needed.

Anytime Responsibilities

- Remind and uphold SOARing (Safe, On task, Act with kindness, Respectful) behavior expectations with your group, and be consistent.
- Report comments, questions, and concerns to teachers as needed.
- Rotate sitting with students at mealtimes, there should always be an adult at each student table.
- Teachers will administer medications to students that may need it. Please don't administer any sort of medication without teacher permission unless it is to your own child.
- You may have to carry inhalers or other medicine for students in your group, which we will get to you if needed.
- Feel free to have a small backpack to carry around for your convenience. Students will not carry a backpack with them.

Friday Afternoon Responsibilities- Return Day

- Check all rooms thoroughly for any items left behind. Help students organize, pack up, and clean. **All rooms must be cleaned out, and bags will sit in the Common Area/Lobby BEFORE we go to our final class Friday morning.**
- Help load up buses, and head back to Laura MacArthur.
- Once back to Laura MacArthur, help unload bags into the main hallway. Students will go home their normal way on Friday.

Chaperone Do's & Don'ts

284

Do:

Don't

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Wolf Ridge 2025 Detail Schedule

Time	Learning Group A	Learning Group B
Wednesday May 14th		
7:35	Arrive at LM, gather in the Large Muscle Room. (near front entrance) Students should get breakfast. Label Bags	
8:00	ALL 5th Grade Meets in Music Room for Morning Meeting	
8:30	DAY - 3: Metzer's Class To Media Pav's Class To PE	
9:00	Chaperones Arrive (Main Office) - Check in with Teachers	
9:15	Begin loading the bus, everyone should have a bathroom break before we head out. Students load bags onto the trailer. Sign out any students riding with parents.	
9:40	Depart Laura Mac	
11:00	Arrive at WR, give room assignments and get unpacked.	
11 - 11:45	Meet with WR staff for welcome. <i>If there is extra time here we plan to take a quick nature walk.</i>	
12:20	Lunch - Fireplace Dining Hall	
1:30 - 4:30	Wetlands ED 1	Superior View Hike ED 11
5:20	Dinner - Fireplace Dining Hall	
6:30 - 9:00	Evening Program SC1 6:30 - 7:15 Night Hike - Lobby & Journal Time	Ridgetop Ropes Course Lobby
9:30	Bedtime, Lights Out	
Thursday May 15th		
7:00	Everybody up and getting ready	
7:20	Breakfast - Fireplace Dining Hall	
8:30 - 11:30	Rock Climbing SC 6	Voyageur Life ED 10
12:20	Lunch - Fireplace Dining Hall	
1:30 - 4:30	Voyageur Life ED 10	Rock Climbing SC 6
5:20	Dinner - Fireplace Dining Hall	

6:30 - 9:00	Ridgetop Ropes Course Lobby	Evening Program SC1 6:30 - 7:15 Night Hike - Lobby & Journal Time
9:30	Bedtime, Lights Out	
Time	Learning Group A	Learning Group B
Friday May 16th		
6:45	Everybody up and getting ready - must have bags packed and out in main lobby before am class	
7:20	Breakfast - Fireplace Dining Hall	
8:30 - 11:30	Superior View Hike ED 11	Wetlands ED 3
11:30 - 12:00	Pack Up, double check that rooms are clean and nothing is left, Begin loading the bus at 12:00. Pick up our to-go lunch, BATHROOM BREAK!	
12:15	Everyone on the bus, headcount, start passing out lunch when we are on the highway.	
1:45	Arrive back at LM. Load back into the Large Muscle Room	
1:45 - 2:15	Check out and enjoy the weekend!	

Learning Group A (Metzer)		Learning Group B (Pav) ²⁸⁸	
Chelsea	Cynthia	Josh	Donavan
	Jessica	Russ	Stephanie
Jonas	Olena	Sophia	Ayden
Andrew	Lucy	Samara	Tinzley
Henry	Jaya	Mylisa	Halayna
Jensen	Bridgette	Bella	Latiyah
Brayden	Annie	Kayden	Chance
Taevyn	Zoe	Travell	Carlos
Jalynn	Abby	Z'yair	Jax
Heaven Leigh	Liberty	Draius	Bryce
Anela	Lilly	Evelynn	

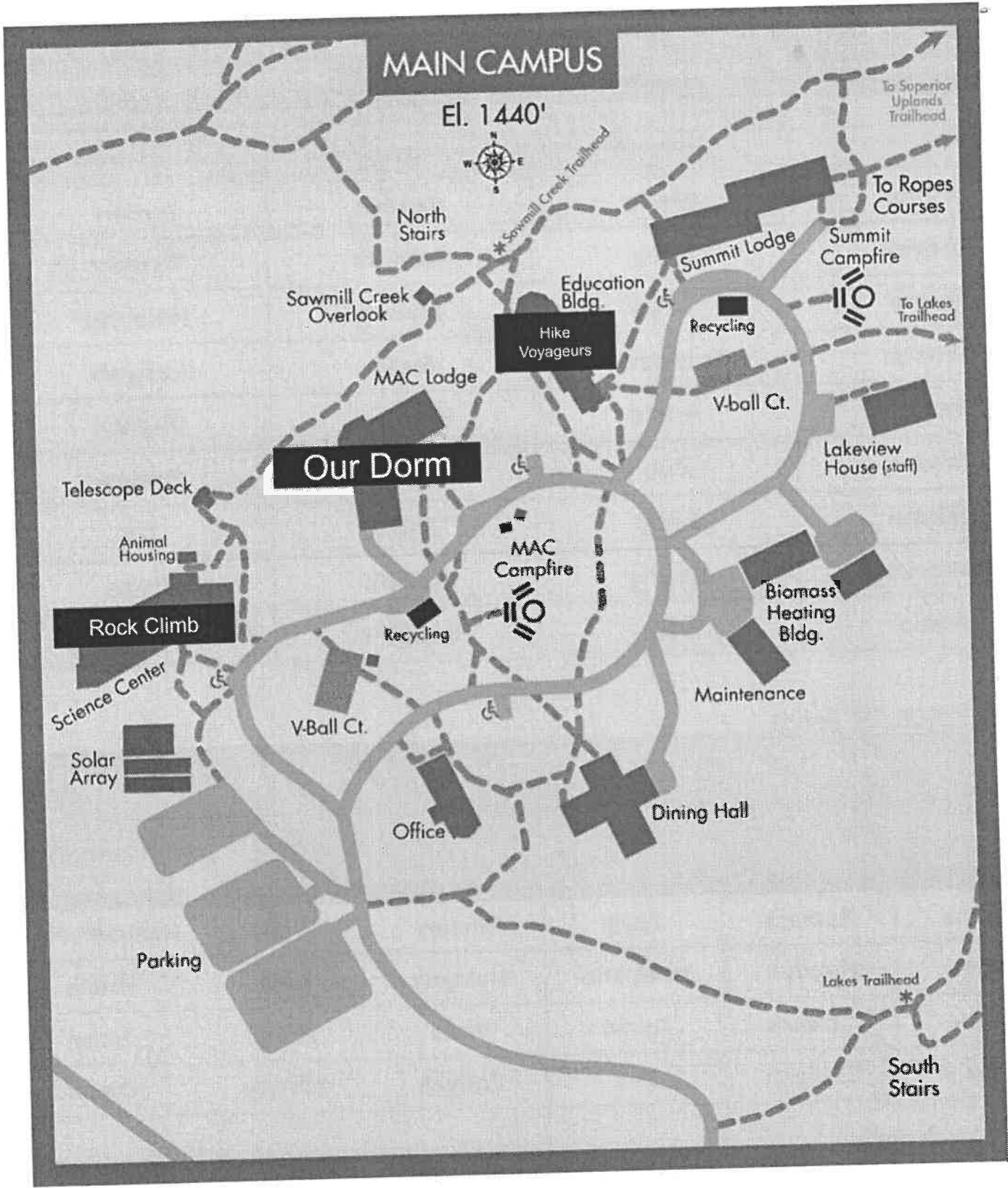
Kitchen Patrol (KP Duty)

Wed. Lunch	Wed. Dinner	Thur. Bfast	Thur. Lunch	Thur. Dinner	Fri. Bfast
11:45am	4:45pm	7:00am	11:45am	4:45pm	7:00am
Josh	Russ	Cynthia	Stephanie	Tomika	Jessica
Sophia	Samara	Jaya	Tinzley	Z'yair	Heaven Leigh
Carlos	Kayden	Bridgette	Halayna	Lilly	Anela
Draius	Chance	Annie	Bella	Abby	Lucy
Jax	Evelynn	Zoe	Latiyah	Liberty	Olena

- Feel free to switch this up, but we should have at least 3 people each shift 😊

Recycling Patrol on the last morning - take out and sort before morning class:

- Henry, Taeyven, whoever! With Ms. Pav



~~+5040-542 TRANSFERS WITHIN THE SCHOOL DISTRICT~~ **INTRA-DISTRICT TRANSFERS**

I. PURPOSE

To establish the process and criteria for students to request attendance at a school or program within the District other than their assigned attendance boundary school.

II. DEFINITIONS

An intra-district transfer is defined as when a Duluth Public Schools student who is enrolled at their attendance boundary school requests to attend a different school or program within the District other than the one assigned by address.

III. GENERAL STATEMENT OF POLICY

The intent of the **intra-district** transfer policy is to minimize disruption of the education process for the student by maintaining continuous attendance in a school setting with ~~his/her~~ **their** peers. The ~~School~~ District is committed to providing students with appropriate learning options that enable them to establish and maintain a successful educational plan.

Approval of **Intra-district** Transfer Requests

The Assistant Superintendent will allow or deny a transfer request after careful consideration of the application information. **Decisions will be** guided by School Board Policy, District regulations, teacher/student ratio, class size, **building capacity** ~~classroom space~~, **student attendance rate**, and building populations. **Administration may determine exceptions to these considerations based on special circumstances.** The Assistant Superintendent will make the final ruling on ~~a~~-**an intra-district** transfer request. ~~Transfers not approved by the Assistant Superintendent may be appealed to the transfer appeal board.~~

Each school year requires extensive advance planning relative to projected enrollments, curriculum offerings, and staffing for each building. Approval of **intra-district** transfers from one building to another **within the school district** will be limited to reasonable requests following designated timelines.

The transfer of a student from one school attendance area to another within the School District may be initiated by the student (18 years of age), by either a parent or guardian, **by a school team** ~~School's Supportive Services Team (SST)~~, ~~by the Special Education Child Study Team (CST)~~, or by the principal.

Continuation of Approved Education **Intra-district** Transfer

The student may complete all grades contained in the school to which ~~he/she~~ **they** have transferred. To continue attendance from an elementary to a middle school or from a middle school to a high school, completion of a new **intra-district** transfer request **must will need to** be submitted to the **Enrollment Center for** ~~Office of the Assistant Superintendent~~ **approval or denial** by the due date.

Timelines for **Intra-district** Transfer Requests

Student **intra-district** transfer approvals will be implemented either at the beginning of a school year or at the beginning of a school year's second semester. Administration may determine exceptions to these timelines **based on special circumstances.** **Intra-district** transfer requests for the upcoming school year must be submitted prior to **February 1st** ~~April 30th~~. Second semester **intra-district** transfer requests must be submitted by **December 1st**. The only exception to the standard deadlines is by March 15th for kindergarten enrollment

for the upcoming school year. ~~Administration may determine exceptions to these timelines.~~

Adopted: 09-08-1981 ISD 709
Revised: 02-21-1995
06-20-1995
03-19-2005
05-17-2005
02-12-2008
12-16-2014 ISD 709

5040—1 of 1

~~Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752~~

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board directs the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. This policy establishes the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;

- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 - 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 - 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 - 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and to respond to any such suggestions as soon as practicably possible; and
 - 5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children

achieve the state's high standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
 5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.

- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide federal program advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

Replacing: 1067
 First Reading: 01.13.2026
 Second Reading: 02.12.2026
 Adopted:

Adopted:
612.1

MSBA/MASA Model Policy

Revised:

Orig. 1996
Rev. 2025

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

[Note: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the parent and family engagement policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board directs the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. This policy establishes the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar

strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;

- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

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The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
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 - 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 - 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children,

and to respond to any such suggestions as soon as practicably possible; and

5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
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 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
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 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;

5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
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- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
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 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
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 8. Establish a district-wide federal program parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

~~1067 PARENT/COMMUNITY INVOLVEMENT POLICY~~

~~Independent School District #709 firmly believes that the future success of students in our schools depends on the commitment and effort put forth by our students, their parents, our staff and our community. We believe that parent and community involvement should play an integral part in the shared decision making process. Parents will be provided appropriate data through electronic means. School district and building staff will be expected to post information in support of Policy 1015 School Communications.~~

~~Therefore, it is the policy of Independent School District #709 to encourage and support parent/community activities that:~~

- ~~1. Develop equal partnerships that are committed to and focus on the best interests and educational achievements of our students.~~
- ~~2. Maintain open and effective communication between students, parents, teachers and the community including electronic forms of communication.~~
- ~~3. Stimulate and foster a diverse parental group that is involved in a wide variety of school and community activities.~~

~~Adopted: 06-20-1996 ISD 709~~

~~Revised: 0-6-21-2005 ISD 709~~

~~6045 SCHOOL LIBRARIES~~

~~The Superintendent shall maintain and promote a school library program, embracing teaching, reading guidance, and advisory services for pupils and teachers by providing adequate personnel, facilities, materials, and equipment.~~

~~Reference: MCAR-6~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 10-09-1979~~

~~01-08-1980~~

~~06-20-1995 ISD 709~~

6055 ELEMENTARY SCHOOL DAY

~~Elementary schools will be open at least one-half hour prior to the start of the school day when the weather is inclement and the students shall be admitted. The principal is responsible for adequate supervision. At elementary schools, which have school safety crossings, students will be brought across the intersections beginning twenty minutes prior to the start of the school day. At the close of the school day, elementary students who ride the bus are not to be retained beyond the regular dismissal time and elementary students are not to be retained beyond the time they receive the protection of school police at street crossings unless parents are notified and agree and other arrangements are made for transportation.~~

Adopted: ~~06-09-1970 ISD-709~~

Revised: ~~06-20-1995~~

08-17-2004 ISD-709

~~6065 EMERGENCY EVACUATION OF SCHOOLS~~

- ~~1. Fire Drills—Each principal or program leader shall conduct regular disaster and fire evacuation drills (at least nine per school year), and direct a program that will promote the evacuation of the building as rapidly and safely as possible. A false alarm evacuation is considered a serious offense, and the responsible person will be disciplined to the extent allowed by the School District's Discipline Policy. Non students who initiate a false alarm will be turned over to the Duluth Police Department.~~
- ~~2. Bomb Threats—Each principal or his/her designated representative is to investigate all threats of bodily harm and/or possible building damage immediately on notification of such threat. If time permits, the principal or his/her designee shall contact the Police and Fire Departments for input on a responsive plan to the threat. If time is lacking, the principal or his/her designee must implement immediately an emergency evacuation of the building. During the evacuation process the Police and Fire Departments shall be contacted. Before students and staff reenter the building, a search of the building by designated police, fire, custodial, and instructional personnel will take place.~~

~~Note: Persons receiving threats via the telephone should record the message verbatim, making note of voice characteristics, and listen for any unusual background noises.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

~~6070 UNITED STATES FLAG DISPLAY~~

~~The United States of America flag shall be raised every school day in fair weather upon the flag staff in the yard of the school, on all legal holidays and flag days, and on such other days as the School Board may direct. Every classroom, including the principal's office, shall properly display the United States of America flag.~~

~~Reference: MS 121A.11~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~08-17-2004 ISD-709~~

~~6100 HIGH SCHOOL SCHOOL DAY~~

~~All regular high schools shall maintain a schedule that results in at least 1,020 hours of instruction for the school year.~~

~~Adopted: 07-20-1983 ISD-709~~

~~Revised: 08-11-1987~~

~~08-08-1989~~

~~01-15-1991~~

~~06-20-1995~~

~~08-19-2003~~

~~10-19-2004 ISD-709~~

~~6105 SCHEDULING OF SECONDARY CLASSES~~

~~When preparing the school's master schedule of classes, each principal shall strive for an equitable distribution of course sections across all periods; and in none of the periods shall there be fewer than ten percent (10%) of the total course sections available in the school. Appropriate scheduling of credits should be accomplished by students, parents, and counselors working together. Students who do not graduate with their class and return to school will be allowed to maintain a modified or shortened school schedule.~~

~~In order to assure that each student has involved his/her parent(s) or guardian(s) in the decision-making as to courses in which the student shall enroll, the student's schedule must bear the parent or guardian's signature, indicating concurrence with the schedule of courses which has been selected. Any subsequent schedule changes in a student's schedule must also bear the parent or guardian's signature.~~

~~In bringing about the balanced curriculum, counselors play a critical role as they guide students to give strong consideration to a diversified, non-stereotypic selection of courses. During their high school years, students should be encouraged to continue exploration of the various disciplines and fields of study contained within their particular school environment. As counselors aid students to make curriculum choices, they should do so after evaluating the student's post-secondary plans, interests, and to ensure that the choices made by the student and family will result in a total program which will be challenging and of the greatest possible value to each individual student.~~

~~Adopted: 07-20-1983 ISD 709~~

~~Revised: 08-11-1987~~

~~08-08-1989~~

~~01-15-1991~~

~~06-20-1995~~

~~08-19-2003~~

~~10-19-2004 ISD 709~~

~~6200 EDUCATIONAL TELEVISION~~

~~WDSE-TV, Channel 8, is an inter-community, nonprofit organization dedicated to enriching the educational and cultural life of this area through daytime programs tailored to classroom needs and evening programming for the entire community.~~

~~Cooperation and coordination efforts on the part of the School District and Channel 8 will see that the instructional programs are correlated properly with the schedules of the public schools.~~

~~It shall be the duty of the Curriculum Director in cooperation with WDSE in informing principals of TV Programming so that such programs may be synchronized within the schools' curricular plans.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995~~

~~01-18-2005 ISD 709~~

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, February 5, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:45 PM

1. CALL TO ORDER

2. ROLL CALL

3. AGENDA ITEMS

A. Strategic Plan Alignment

1) Advancing Equity

a. **American Indian Education, The Resolution of Concurrence or Nonconcurrence** 2

b. **American Indian Education, The Resolution of Concurrence or Nonconcurrence-Verbal Presentation** 10

2) Supporting Every Student

a. Artificial Intelligence Implementation 11

b. Special Education Update 23

3) Improving Systems - N/A

B. Teaching, Learning, and Equity Board Summary Report - N/A

C. Budget Update - N/A

D. Other

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: February 5, 2026

Topic: American Indian Education, The Resolution of Concurrence or Nonconcurrence

Presenter(s): Marisa Garverick Herrera

Attachment: [Concurrence Non-Concurrence, Slides](#) to be presented at meeting

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

I will provide a brief update on our collaboration strategy with AIPAC, covering our current status and processes, prior to their vote of concurrence.

This Requires School Board Approval : No

Director of Advancing Equity

American Indian Education Update

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.

311

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.

My Theory of Action

312

IF I prioritize authentic listening and deep relationship-building while educating ourselves myself on current legislation, historical context, and best practices,

THEN I will build necessary trust, sharpen our organizational focus, and create a culture of genuine collaboration,

SO THAT we can drive sustainable, meaningful progress for American Indian students and families.



My Approach

1. Listen

- Visited Schools
- Talked to principals
- Met with American Indian Home School Liaisons
- Attended AIPAC Meetings
- Met with AIPAC members

2. Learn

- Learned from conversations in meetings
- Met with MDE AIE Director
- Attended AIPAC training hosted by TNEC
- Currently working with expert Jen Murray
- Researched MDE AIE practices & policies
- Researched our geographic history

3. Partner

- Continue to clarify roles and responsibilities
- Arranging pre-meetings with chair members
- Working to align on goals and priorities



Concurrence Non-Concurrence

School Board's Response to the 2024-2025 Vote and Resolution of Non-Concurrence		Response	Status Update 1/20
Recommendation			
1	We recommend providing the opportunity for AIPAC committee members to tour all sites where we currently have American Indian Liaisons. We recommend inviting school board members to attend the tour alongside the advisory board. We recommend inviting other interested parties, i.e. the Duluth Indigenous Commission, to attend the tour.	<p>Sheila White, American Indian Coordinator, will set up tours and invite interested parties. The following action steps have been planned:</p> <ul style="list-style-type: none"> • Sheila White requested detailed weekly schedules from all 6 Liaisons by February 11, 2025. All schedules were received and reviewed to begin planning for the tour for mid-to-late April. • Tour times will be scheduled when Liaisons are not meeting with their students. A google poll will be sent to the AIPAC and invited stakeholders to choose the dates/times that will work for them. • The tours will take place on Thursday, May 8, 2025. • Tentative plans: There will be 2 tour groups: Morning Group 1 West side schools; Laura MacArthur, Stowe, Denfeld HS, Lincoln Park and Afternoon Group 2 East side schools; East HS, Ordean East, ALC. Sheila will lead the tours and document participants and debrief with the groups after each visit; AIPAC questions include: Where are liaisons and American Indian Education staff located? Do they have adequate space? Are they sharing space with other programs? Do the spaces appear to represent and be inclusive to the indigenous cultures they are supporting? • The Duluth Indigenous Commission accepted an invitation to tour at a date to be determined. We are still waiting to hear back from Fond Du Lac Tribal. Also, several Board members have expressed an interest at this point. • Sheila White will present responses from the tour to the AIPAC at the May/June meeting. 	A tour occurred on May 8th, 2025 and was attended by several AIPAC members and School board members.
2	We recommend implementing an action plan by the 4th quarter of SY 2024-2025 that identifies American Indian students who need additional transportation support and utilize district vans/drivers to intentionally target American Indian students that need additional transportation support to get to school.	In late May, the district will initiate a survey asking American Indian families K-12 and secondary students to share if they have transportation challenges. This data will be used to determine the viability of additional transportation options.	A safe routes to school survey for all families was disseminated in early December 2025. Our department is currently looking to better understand the needs lifted in this survey but also the specific needs of American Indian students.

3	We recommend utilizing the American Indian Education Coordinator, the various American Indian parent committee members, and the local Indigenous community such as AICHO, local Tribal Urban Offices, and The Duluth Indigenous Commission to assist in vetting Professional Development opportunities and curriculum. District wide Professional Development (PD) must not solely come out of American Indian Education Aid funds and must be used proportionally while achievement gaps exist.	Sheila White and Annie Schilling will collaborate to develop the Professional Development (PD) plans for the final PD of the year which is on May 27, 2025 and the initial PD Plan draft for the school year 2025-2026. Funding of all PD Opportunities on PD Days (including American Indian focused PD) will be consistently funded from the General PD budget. Plans and development of American Indian focused PD offerings throughout SY 2025-26 will be vetted and sourced in collaboration with AICHO, local Tribal Union Offices, and other area Indigenous organizations.	Annie has contracted with Ricky White to provide training. In progress. By the end of the school year, all certified staff and Principals and Paraprofessionals will have completed Cultural Competency. Paras will have completed Generational Trauma (Ricky DeFoe) and Treaty Rights History (Thomas Howes). All funding came from General Budget and/or Title II Funding.
4	Minnesota Statute 122A.70 requires retention strategies for American Indian educators within the school district. An HR plan has not been shared or discussed with the American Indian parent committees. We recommend providing the statistics within the district about how many American Indian staff we currently employ, how many American Indian applications were received that met minimum qualifications and were not offered interviews, and how many American Indian staff we have lost within the past 2 years.	<p>Sheila White will work with our Human Resources Department to ensure timely posting of vacancies. Please find below comments and initial action steps:</p> <ul style="list-style-type: none"> • A copy of the District's draft Recruitment and Retention Plan was shared with the committee on April 1, 2025. This plan includes specific strategies tailored to recruiting and retaining American Indian educators and staff. Theresa Severance attended the AIPAC meeting on April 9, 2025 where she received feedback for plan modifications. • The District currently employs 29 American Indian staff, which represents 1.79% of our total staff. • To date for our total year postings, we have received 16 American Indian applications. • There are 13 American Indian employees that left the District from January 2023 to date. • Due to Equal Employment Opportunity (EEO) guidelines, we are unable to delineate which applications met minimum qualifications and were not offered interviews. EEO data, which includes race and ethnicity, is kept separate from the application review process to ensure impartiality and prevent any potential bias. This separation is standard practice and helps us maintain a fair and equitable hiring process for all applicants. We understand the importance of transparency and are committed to providing you with information we can, while also adhering to legal and ethical guidelines. • We are dedicated to working collaboratively with the AIPAC committee to ensure the successful recruitment and retention of American Indian staff across all positions within our district. 	The District currently employs 29 American Indian staff, which represents 1.5% of our total staff. We do not receive racial demographics for applicants, that information is kept separate from the application and applicants can choose not to respond. 11 American Indian employees have left the District since January 2024.

A Path Forward

315

- Follow Guiding Light
 - State Aid Plan
- Consolidate Priorities
 - Align on key priorities
- Build from Ground Up
 - Systems and structures



Questions?

- Any questions?
- Comments?
- Concerns?
- Feedback?



COW Agenda Cover Sheet

Meeting Date: February 5, 2026

Topic: American Indian Education, The Resolution of Concurrence or Nonconcurrence

Presenter(s): American Indian Parent Advisory Committee (AIPAC)

Attachment: It will be provided at the meeting.

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

According to MDE guidelines, “Prior to March 1 of each year, the AIPAC must meet to discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students. If the AIPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence.

The vote and resolution must be presented to the school board by one or more members of the AIPAC. If the vote is one of nonconcurrence, the AIPAC must also provide written recommendations for improvement to the school board at the time of the presentation. The school board does not “approve” the resolution. They receive the information, and it is reflected within the board minutes. In the case of nonconcurrence, the school board is given 60 days in which to respond, in writing, to the AIPAC recommendations. The board response must be signed by the entire school board and be provided to the AIPAC and submitted to the Office of American Indian Education”

Source: <https://education.mn.gov/MDE/dse/indian/parent/>

This Requires School Board Approval : No

COW Agenda Cover Sheet

Meeting Date: Feb 5, 2026

Topic: AI (Artificial Intelligence) Implementation

Presenter(s): Jen Larva, Cindy Miller, Greg Krueger

Attachment: [Artificial Intelligence Implementation - COW Presentation Slides](#)


Brief Summary of Presentation or Topic:

This presentation discusses the district's rollout of AI, providing an overview of how staff and students are being prepared to meaningfully and responsibly use AI. The presentation also summarizes why the district is pursuing our AI rollout, how we are striving to increase the AI literacy of our students, and how stakeholder input will be considered as our use of AI evolves.

This Requires School Board Approval : No

Artificial Intelligence in Duluth Public Schools

Greg Krueger, Jen Larva, and Cindy Miller

Core Purpose: To provide a **structured**, **ethical**, and **rigorous** framework for AI literacy integration in Duluth Public Schools 

BELIEFS

320



1. INCLUSIVE DIGITAL FUTURES

We believe in ensuring inclusive **digital futures**. AI literacy can reduce inequities and expand opportunities.



2. HUMAN-CENTERED APPROACH

We believe in a **human-centered approach** where AI is a tool to support the irreplaceable role of educators.



3. ETHICAL & SUSTAINABLE AI

We commit to using only ethically responsible AI tools that are **safe, private, and environmentally sustainable**.



Program Objectives and Goals

321



Empowering educators to utilize AI as a high-level classroom assistant.



Preparing secondary students with skills to navigate the "Age of AI."



Establishing a "Walled Garden" for safe, acceptable AI learning.



Acknowledging current student access and use of AI tools.

914

Why & Importance

322



Responsibility to build students' AI literacy



Preparation for college and career opportunities beyond ISD709



Equitable access to educational tools and information



AI is not perfect; students must be prepared to scrutinize information in the age of AI



Sustaining curiosity, confidence and thoughtful AI use across system

925

What is AI Literacy

323



AI Literacy means knowing how to use AI tools effectively and ethically.

- It isn't just a tech skill; it's a human superpower that **balances** understanding how the technology works with knowing how it impacts our world.

936

ETHICAL LANGUAGE AND DIGITAL GUARDRAILS IN EDUCATION



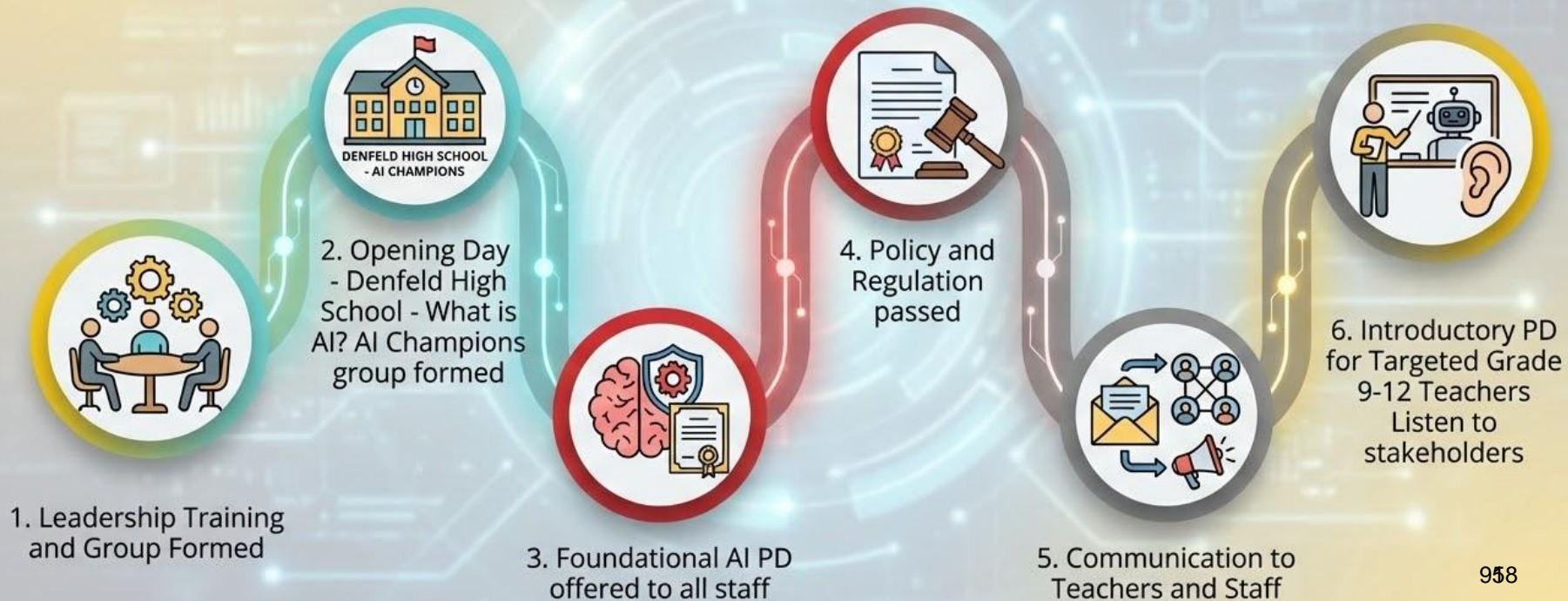
Strategic Long-Term Vision³²⁴

- Consistent ethical "Common Language" across departments.
- Alignment with state and university technology leaders.
- Robust governance through updated policies and digital guardrails.
- Compliance with student⁹⁴⁷ data privacy laws

Timeline

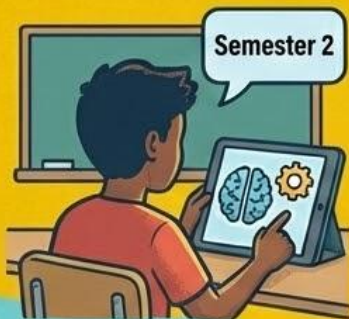
325

Phase 1: Spring - Fall 2025



958

AI IMPLEMENTATION ROLLOUT & NEXT STEPS ³²



Student Readiness (Semester 2): High school teachers in the target subject areas are currently delivering introductory AI lessons to ensure students understand responsible use before gaining tool access.



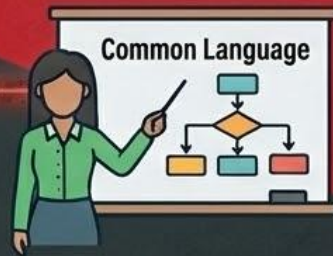
Public Transparency

A dedicated Instructional Technology webpage—featuring a Parent/Community One-Pager and an AI FAQ—is scheduled for publication to ensure community clarity prior to student rollout.



February 23, 2026

Student Launch: The Technical Department is scheduled to grant Gemini access to all students in **grades 9-12 on February 23, 2026.**



March 2 PD Day

Instructional Integration: Following the **March 2 PD Day**, secondary departments will begin formal implementation of the "Common Language" tool to guide students in ethical AI use for every assignment.

Considering Stakeholder Input

327

In order to foster continuous improvement, we plan to:



Consult with higher ed,
Minnesota Department of
Education, other districts



Gather community feedback
in multiple formats



Gather student feedback
throughout implementation



Continuous Improvement



Publish contact information for AI implementation leaders on district website

920

Questions

328

Do you have any further questions for the team?



981

Google Gemini was used to enhance the appearance of these slides.

Appendix: MSBA Resources

329

[Strategic Use of AI in Education](#) (Presentation)

[Artificial Intelligence, ChatGPT, and the Future of Education](#) (Article)

992

COW Agenda Cover Sheet

Meeting Date: February 5, 2026

Topic: Special Education Update

Presenter(s): Jason Crane, Director
Lora Thurston, Assistant Director

Attachment:  Special Education Updates February 2026

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

Overview of Special Education services in ISD 709

This Requires School Board Approval :

N/A

Special Education Update

February 2026



DULUTH PUBLIC SCHOOLS

**Special
Services**

IDEA Law-34 CFR 300

Purpose - to ensure that all children with disabilities have available to them a free appropriate education that emphasizes specially designed instruction and related services.

Specially designed instruction means adapting, as appropriate to the needs of the eligible child, with the disability, the content, methodology, or delivery of instruction.



DULUTH PUBLIC SCHOOLS

**Special
Services**

Budgetary Guidance from MDE

333

The state funds special education because it recognizes that special education services cost more than those provided to all children. Appropriations are based on the perception of the “excess costs” of special education. The term “excess cost” stems from the legislative assumption that general education revenue is used to cover basic costs for each child (including those with disabilities) and the legislative desire to share the burden of these extra costs with local educational agencies (LEAs).



DULUTH PUBLIC SCHOOLS

**Special
Services**

Special Service Support Team

334

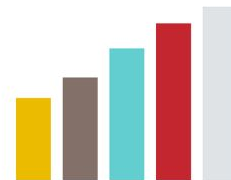
- Director: Jason Crane
- Assistant Director: Lora Thurston
- 4 Administrative Clerical and Business Manager:
- Julie Venus TOSA: Supports PD, Mentors, Surrogacy, Assistive Technology
- 6 Supervisors:
 - Kathryn Hatfield-supports Setting 3 all levels
 - Rebecca Crane-Early Childhood Special Education
 - Sarah Arlt-Elementary Special Education
 - Kate Pahl-Secondary Special Education
 - Ashley Downey-STEPS Supervisor
 - Sonny Jenkins- Behavior Support Specialist



Areas of District Identification:

335

- The federal Department of Education requires states to report annually on districts' efforts to implement the Individuals with Disabilities Education Act (IDEA). As part of the report, the Minnesota Department of Education (MDE) identifies districts as having disproportionate data related to indicators measuring activities potentially influenced by non compliant policies, procedures or practices within the district.
 - **Indicator 4:** Measures disproportionate rates of suspension/expulsion for children with disabilities.
 - **Indicator 9:** Measures disproportionate identification of racial and ethnic groups as needing special education services.
 - **Indicator 10:** Measures disproportionate identification of racial and ethnic groups as needing special education services in specific disability categories.



Support and Leadership provided by Special Services

336

- MTSS - Compass
 - ADSIS Grant
- Suspension projects
 - Coordinated Early Intervening Supports - CEIS
- Advocacy response
- Special services support
 - Mentoring
 - Due Process Support
 - Individual Staff Support
 - Evaluations
- Professional Development
 - Science of Reading Training for Certified and Non-Certified
 - Licensure specific trainings



DULUTH PUBLIC SCHOOLS

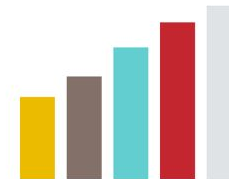
**Special
Services**

120

Special Education Eligibility

337

	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Elementaries	551	528	586	791	837	807	880
Middle School	278	260	277	318	320	321	342
High School	432	422	442	484	552	567	576
Care and Treatment	61	56	43	58	123	165	164
Non-Public	14	31	26	42	48	38	47
ECSE	276	232	306	361	418	395	337
Total	1598	1498	1654	2012	2250	2293	2299



DULUTH PUBLIC SCHOOLS

**Special
Services**

100

Staffing Increases

	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Certified	132.50	134.50	149.10	162.90	172.90	172.30	174.40
Related Service	60.30	61.10	61.30	66.50	75.35	72.65	70.77
Non Certified	166.90	155.04	165.43	172.83	181.42	192.80	199.20
Support Staff	13.54	12.34	14.14	14.20	15.80	15.80	15.80
Total FTE	373.24	362.98	389.97	416.43	445.47	453.55	460.17



Factors Impacting Budget

339

- Robust Health and Family Services provided in Duluth draws families and students to receive services and enroll in ISD709.
 - Rising demand and complexity of student needs
 - increased enrollment, including families in other districts being encouraged to seek services in Duluth
- Staffing Crisis - 29 licensure areas needed to support students with IEPs. Nationwide shortages in many areas of licensure.
- Increased funding costs
- Mandated early Identification and services provided until age 22.
- More Professional development opportunities



Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Thursday, February 12, 2026
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

- 1. AGENDA ITEMS**
- 2. POLICIES FOR FIRST READING**
 - A. 542 Intra-District Transfers (renumbering and update to 5040 Transfers within the School District) 2
- 3. POLICIES FOR SECOND READING**
 - A. 612.1 Development of Parental Involvement Policies for Title I Programs (replacing 1067 Parent/Community Involvement Policy) 4
- 4. REGULATIONS & FORMS - Informational**
 - A. 542R Intra-District Transfers (renumbering and update to 5040R Student Transfers) 13
 - B. 542F Request for Student Intra-District Transfer Form (renumbering and update to 5040F) 15
- 5. POLICES TO CONSIDER FOR DELETION**
 - A. 6000 Series 18
- 6. OTHER**

~~+5040-542 TRANSFERS WITHIN THE SCHOOL DISTRICT~~ **INTRA-DISTRICT TRANSFERS**

I. PURPOSE

To establish the process and criteria for students to request attendance at a school or program within the District other than their assigned attendance boundary school.

II. DEFINITIONS

An intra-district transfer is defined as when a Duluth Public Schools student who is enrolled at their attendance boundary school requests to attend a different school or program within the District other than the one assigned by address.

III. GENERAL STATEMENT OF POLICY

The intent of the **intra-district** transfer policy is to minimize disruption of the education process for the student by maintaining continuous attendance in a school setting with ~~his/her~~ **their** peers. The ~~School~~ District is committed to providing students with appropriate learning options that enable them to establish and maintain a successful educational plan.

Approval of **Intra-district** Transfer Requests

The Assistant Superintendent will allow or deny a transfer request after careful consideration of the application information. **Decisions will be** guided by School Board Policy, District regulations, teacher/student ratio, class size, **building capacity** ~~classroom space~~, **student attendance rate**, and building populations. **Administration may determine exceptions to these considerations based on special circumstances.** The Assistant Superintendent will make the final ruling on ~~a~~-**an intra-district** transfer request. ~~Transfers not approved by the Assistant Superintendent may be appealed to the transfer appeal board.~~

Each school year requires extensive advance planning relative to projected enrollments, curriculum offerings, and staffing for each building. Approval of **intra-district** transfers from one building to another **within the school district** will be limited to reasonable requests following designated timelines.

The transfer of a student from one school attendance area to another within the School District may be initiated by the student (18 years of age), by either a parent or guardian, **by a school team** ~~School's Supportive Services Team (SST)~~, ~~by the Special Education Child Study Team (CST)~~, or by the principal.

Continuation of Approved Education **Intra-district** Transfer

The student may complete all grades contained in the school to which ~~he/she~~ **they** have transferred. To continue attendance from an elementary to a middle school or from a middle school to a high school, completion of a new **intra-district** transfer request **must** ~~will need to~~ be submitted to the **Enrollment Center** ~~for Office of the Assistant Superintendent~~ **approval or denial** by the due date.

Timelines for **Intra-district** Transfer Requests

Student **intra-district** transfer approvals will be implemented either at the beginning of a school year or at the beginning of a school year's second semester. Administration may determine exceptions to these timelines **based on special circumstances.** **Intra-district** transfer requests for the upcoming school year must be submitted prior to **February 1st** ~~April 30th~~. Second semester **intra-district** transfer requests must be submitted by **December 1st**. The only exception to the standard deadlines is by March 15th for kindergarten enrollment

for the upcoming school year. ~~Administration may determine exceptions to these timelines.~~

Adopted: 09-08-1981 ISD 709
Revised: 02-21-1995
06-20-1995
03-19-2005
05-17-2005
02-12-2008
12-16-2014 ISD 709

5040—1 of 1

~~Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752~~

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 United States Code section 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board directs the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. This policy establishes the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;

- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and to respond to any such suggestions as soon as practicably possible; and
 5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children

achieve the state's high standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.

C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:

1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
6. Provide such other reasonable support for parental involvement activities as requested by parents.

- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide federal program advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

Replacing: 1067
 First Reading: 01.13.2026
 Second Reading: 02.12.2026
 Adopted:

Adopted:
612.1

MSBA/MASA Model Policy

Revised:

Orig. 1996
Rev. 2025

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

[Note: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the parent and family engagement policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]

I. PURPOSE

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- C. Coordinate and integrate parent and family engagement strategies with similar

strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;

- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to, parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
 - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 - 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 - 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 - 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children,

and to respond to any such suggestions as soon as practicably possible; and

5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
 4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;

5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide federal program parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References: None

Resources: U.S. Department of Education: Parent and Family Engagement Non-Regulatory Guidance (January 2025)

~~1067 PARENT/COMMUNITY INVOLVEMENT POLICY~~

~~Independent School District #709 firmly believes that the future success of students in our schools depends on the commitment and effort put forth by our students, their parents, our staff and our community. We believe that parent and community involvement should play an integral part in the shared decision making process. Parents will be provided appropriate data through electronic means. School district and building staff will be expected to post information in support of Policy 1015 School Communications.~~

~~Therefore, it is the policy of Independent School District #709 to encourage and support parent/community activities that:~~

- ~~1. Develop equal partnerships that are committed to and focus on the best interests and educational achievements of our students.~~
- ~~2. Maintain open and effective communication between students, parents, teachers and the community including electronic forms of communication.~~
- ~~3. Stimulate and foster a diverse parental group that is involved in a wide variety of school and community activities.~~

~~Adopted: 06-20-1996 ISD 709~~

~~Revised: 0-6-21-2005 ISD 709~~

5040R 542R STUDENT INTRA-DISTRICT TRANSFERS

Process and Procedure

1. Initiation and Decision-Making on Intra-district Transfer Requests
Parents or guardians desiring to transfer their child from their home residential attendance area to another attendance area in the School District must complete a Request for Student Intra-district Transfer form and submit it to the Enrollment Center for Assistant Superintendent approval or denial.

In addition, parents or guardians desiring to transfer their child from their attendance area school to an alternative program must submit an application Request for Student Intra-district Transfer Form. These programs are Myers-Wilkins Spanish Immersion, Lowell Spanish Immersion, Lowell Ojibwe Immersion, and Lincoln Park Middle School Spanish Immersion.

2. Intra-district Transfer Guidelines and Consideration
The Assistant Superintendent will take into consideration teacher/student ratio, class size, and class space building capacity, student attendance rate, and building populations when making intra-district transfer decisions. For the purpose of transfer consideration, the following class size guideline will be used when determining transfer requests:

Kindergarten: (24)
Kindergarten Immersion (24)
Grade 1 (26)
Grade 1-2 (26)
Grade 2 (26)
Grade 2-3 (26)
Grade 3 (28)
Grade 3-4 (28)
Grade 4 (28)
Grade 4-5 (28)
Grade 5 (28)

~~Middle and High School: Teacher/Student ratios, class size, and classroom space will also be considered when making transfer decisions for middle and high school students~~

3. Revoking Intra-district Transfer Based on Attendance
An approved intra-district transfer may be revoked based on an attendance rate that is less than 90% of enrolled days. Excused, unexcused, and partial day absences count towards the consistent attendance rate calculation.

To consider a revocation, a school must provide documented evidence of following established notification and truancy process and procedures.

Upon revoking an approved intra-district transfer, the school must give in writing a 5 business day notice of revocation with a stated start date in the attendance area school.

- ~~3. Transfer Appeal Board
The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the Timelines for Transfer Request. Requests submitted after the due date will not be considered until the following semester. The Transfer Appeal Board will be made up of one school board member, a district administrator other than the Assistant Superintendent, and two community members,~~

~~keeping in mind the need to maintain a balance of representation across the district. Unique circumstances may require exceptions to these timelines.~~

~~The priority of teacher/student ratio, class size and classroom space are of utmost importance and the Transfer Appeal Board will work to uphold these standards. The principal will be consulted by the Transfer Appeal Board to best understand the details of these circumstances before an approval. Criteria that may be considered include previous attended school, staff request, sibling attendance and student eligible for federal lunch subsidy.~~

4. Moving to a New Attendance Area

~~Parents and guardians who move from one attendance area to another within the School District are requested to notify the principals involved two (2) weeks prior to the actual move. The former school is responsible for forwarding all appropriate records.~~

When a student **who has been approved for an intra-district transfer** begins an educational program in a school and his/her parent(s) or guardian(s) moves to another attendance area, the student may continue to attend the approved assigned school in which he/she **they** began **until the end of 5th grade or 8th grade.**

It is the responsibility of the parent **or guardian** to **continue to** transport the student to and from the requested school **or to and from the established bus stop serving the requested school** **until the intra-district transfer has expired at the end of 5th or 8th grades.**

5. Eligibility for Co-curricular Activities Competition

Athletic ability and the preference to participate on another school's athletic team will not be considered as a valid reason for requesting a transfer of schools. To be eligible to represent a school as a member of an athletic or academic team, a student must reside with his/her parent(s) or legal guardian(s) within the boundaries of the attendance area of that school or be attending that school with a valid transfer. All participation must be consistent with **Minnesota State High School League (MSHSL)** rules.

The Term "Homeless Children and Youth"

Means individuals who lack a fixed, regular, and adequate nighttime residence; and includes – children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency shelters; are abandoned in hospitals; or are awaiting foster care placement.

Adopted: 09-08-1981 ISD 709
 Revised: 02-21-1995
 06-20-1995
 03-19-2002
 11-19-2002
 05-18-2004
 04-19-2005
 01-15-2008
 03-17-2009
 04-23-2009
 05-19-2009
 07-21-2010
 07-09-2013
11-18-2014 ISD 709

REQUEST for STUDENT INTRA-DISTRICT TRANSFER FORM

Duluth Public Schools

218-336-8739

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Intra-district transfers are when a student lives inside the boundaries of Duluth Public Schools, but would like to attend a different school than the one assigned by address. These requests are approved or denied based on many factors, including, but not limited to, class size, building capacity, student needs, current attendance rate, and student to teacher ratio.

- An approval or denial should be expected within 15 calendar days of form submission.
- Approved requests will be implemented either at the start of the school year or at the beginning of second semester.
- Intra-district transfer requests for the following school year must be submitted prior to **February 1st**.
- Intra-district transfer requests for the upcoming school year for kindergarten must be submitted by **March 15th**.
- Second semester transfer requests must be submitted by **December 1st**.

Student's Full Name (please print)

Student's Current Grade

Duluth, MN 55_____

Street Address

I request my child transfer from _____ to _____
Assigned School / Program Requested School / Program

Check priority reason for request:

- | | | |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Sibling(s) currently attend the requested school | <input type="checkbox"/> Student's childcare is in requested school's attendance area | |
| <input type="checkbox"/> New to district enrollment | <input type="checkbox"/> Parent workplace location is in requested school's attendance area | |
| <input type="checkbox"/> Student is child of a staff member at requested school | <input type="checkbox"/> Spanish Immersion | <input type="checkbox"/> Ojibwe Immersion |
| <input type="checkbox"/> Due to KEY Zone capacity | <input type="checkbox"/> Other _____ | |

NOTE: Minnesota State High School League (www.mshsl.org) rules regulate eligibility of students in grades seven through twelve who transfer to a school other than the one in whose attendance area they reside. If your child participates in, or plans to participate in, high school athletics/activities and you feel an eligibility issue may affect your child, please contact the school athletic director for specific information before submitting this request.

READ BEFORE SIGNING: If this intra-district transfer is approved, I understand:

- It is my responsibility to transport the student to and from the requested school.
- The rules of the Minnesota State High School League regarding transfers between secondary schools may affect my child's eligibility for athletics and activities.
- An approved intra-district transfer expires at the end of 5th grade and the end of 8th grade. To continue attendance at a school that is not assigned by address from an elementary to a middle school or a middle school to a high school, a new intra-district transfer request must be submitted by designated timelines.
- Consistent attendance, as defined by attending 90% or more of enrolled days, must be maintained while attending requested school/program or the approved intra-district transfer may be revoked. Excused, unexcused, and partial day absences count towards the consistent attendance rate.

Submit form to: Enrollment Center, Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811

Parent / Guardian Name (please print)

Cell Phone

Work Phone

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Parent / Guardian Signature

Date

OFFICE USE ONLY

CONSIDERATION CHECKLIST

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Is this a new to district enrollment? [] YES [] NO
Note any special circumstances with this new enrollment? _____

Does the student have an IEP? [] YES [] NO
If yes, date of special education notification? DATE: _____

Is the student identified as FIT? [] YES [] NO
If yes, date of FIT Coordinator notification? DATE: _____

Prior Spanish or Ojibwe Immersion enrollment? [] YES [] NO [] Not Applicable
If yes, which grade levels and location? _____

Current Infinite Campus Chronic Absenteeism rate? _____ (Date Data Accessed: _____)
Chronic Absenteeism rate accessed in Infinite Campus; target percentage of < 10%

If bullying/harassment noted as request reason, has principal been consulted? [] YES (Date: _____) [] NO
Note from Principal _____

Application Notes - (If applicable, such as Immersion, IEP, FIT, or other considerations):

[] APPROVED
Assigned School: _____ Assigned Grade Level: _____
Assigned Program at School (if applicable): _____
Effective: School Year _____ Semester: One Two

[] DENIED Reason for Denial:
Building Capacity _____
Grade Level Class Size _____
Program Capacity _____
Chronic Absenteeism Rate _____
(Chronic Absenteeism Rate; target <10% as calculated in Infinite Campus)
Other _____

If denied: IF APPLICABLE, ALTERNATIVE PLACEMENT RECOMMENDATION

First Recommended Alternative School: _____ Assigned Grade Level: _____
Second Recommended Alternative School: _____ Assigned Grade Level: _____
Notes for Recommendation(s): _____

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Assistant Superintendent Signature

Date

The Duluth Public School District is committed to high quality academic and development opportunities for all students within each of its elementary, middle school, and high school settings. Serving the unique student centered needs of each student is a primary value and evident in the "Duluth Public Schools experience." The district acknowledges that unique circumstances may exist giving consideration for a request to transfer to a site outside the family's attendance area. The parent/guardian may initiate the transfer request process by completing this transfer request form. The Assistant Superintendent, guided by School Board Policy 5040 and Regulation 5040R, with regard for teacher/student ratio, class size, classroom space and building populations, will allow or deny a transfer request after careful consideration of the application information.

Approved student transfer requests will be implemented either at the beginning of the school year or at the beginning of a school year's second semester. Transfer requests for the following school year must be submitted prior to **April 30th**. Second semester transfer requests must be submitted by **December 1st**.

Transfers not approved by the Assistant Superintendent may be appealed to the Transfer Appeal Board. The Assistant Superintendent will convene the Transfer Appeal Board upon the request of the applicant for applications submitted by the due dates stated in the timelines for transfer request. Requests submitted after the due date will not be considered until the following semester.

Student's Full Name (please print): _____ *Current Grade* _____

Street Address _____ Duluth, MN 55_____

I request my child transfer from: _____ to _____
Assigned School *Requested School*

School year transfer request to become effective: _____ Semester: One Two

The Reason for this request is based on the following unique and compelling need: _____

NOTE: Minnesota State High School League (www.mshsl.org) rules regulate eligibility of students in grades seven through twelve who transfer to a school other than the one in whose attendance area they reside. If your child participates in, or plans to participate in, high school athletics/activities and you feel an eligibility issue may affect your child, please contact the school athletic director for specific information before submitting this request.

Parent/Guardian Name (please print): _____ *Home Phone* _____ *Work/Cell Phone* _____

READ BEFORE SIGNING: I understand that if this request is approved, it is my responsibility to transport the student to and from the requested school or to and from an established bus stop serving the requested school. I also understand that if this request is approved, the rules of the Minnesota State High School League regarding transfers between secondary schools may affect my child's eligibility for sports and activities.

Parent/Guardian Signature _____ *Date* _____

Please return to: Office of the Assistant Superintendent, Duluth Public Schools, 709 Portia Johnson Drive, Duluth, MN 55811

For District Use Only

Date Application Received: _____

Approved Not Approved

Assistant Superintendent of Schools Signature _____ *Date* _____

Student will be assigned to _____ on _____ at _____
School *Starting Date* *Grade Level*

6025 VOLUNTEERS IN SCHOOL

The School Board, recognizing that educational excellence can only be achieved by using all the resources available in our community, supports the use of volunteers in the classroom and in other locations within school buildings as a method by which teachers and students may receive additional assistance. The purpose of the volunteer program is:

1. To provide positive adult relationships to students.
2. To provide individualized attention for students.
3. To provide enrichment for students.
4. To provide an added dimension of self-esteem and self-confidence for students.
5. To assist in providing supervision for special student activities.
6. To provide an opportunity for parents to become more familiar with school activities and/or operations.

The School District will provide an inservice for volunteers as an assurance that the presence of volunteers will not result in a higher student ratio and that confidentiality of students will be maintained.

The use of volunteers is at the discretion of each building's professional staff.

The professional staff within a school that has accepted the use of volunteers will assume the responsibility for the effectiveness of the volunteer(s).

Ways in which a volunteer may be used in a school include, but are not limited to: instructional assistance, assisting with materials and equipment, non-instructional assistance, creativeness in areas of personal interest or talent, and participation in a school's structured program offerings.

Adopted: 05-13-1986 ISD 709
 Revised: 06-20-1995
08-17-2004 ISD 709

6045 SCHOOL LIBRARIES

The Superintendent shall maintain and promote a school library program, embracing teaching, reading guidance, and advisory services for pupils and teachers by providing adequate personnel, facilities, materials, and equipment.

Reference: MCAR 6

Adopted: 06-09-1970 ISD 709

Revised: 10-09-1979

01-08-1980

06-20-1995 ISD 709

6055 ELEMENTARY SCHOOL DAY

Elementary schools will be open at least one-half hour prior to the start of the school day when the weather is inclement and the students shall be admitted. The principal is responsible for adequate supervision. At elementary schools, which have school safety crossings, students will be brought across the intersections beginning twenty minutes prior to the start of the school day. At the close of the school day, elementary students who ride the bus are not to be retained beyond the regular dismissal time and elementary students are not to be retained beyond the time they receive the protection of school police at street crossings unless parents are notified and agree and other arrangements are made for transportation.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995
08-17-2004 ISD 709

6060 RELIGIOUS EDUCATION CLASSES

Pupils, upon the request of their parents, shall be excused to attend weekday religious education classes "not exceeding in the aggregate three hours in any week." The general arrangements of such programs shall be mutually agreed upon by the religious organizations and the school principal.

Parents requesting the attendance of their children during the public school day at religious instruction centers must file proper application with the school principal.

The organization sponsoring religious instruction shall assume full responsibility for those students released. The responsibility extends from the time the student leaves the public school building until he returns. Communication as to class time, attendance, exclusions from religious classes, or the completion of the course of instruction shall be shared with the principal.

Reference: MS 120A.22, Subd 12

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

08-17-2004 ISD 709

6065 EMERGENCY EVACUATION OF SCHOOLS

1. Fire Drills--Each principal or program leader shall conduct regular disaster and fire evacuation drills (at least nine per school year), and direct a program that will promote the evacuation of the building as rapidly and safely as possible. A false alarm evacuation is considered a serious offense, and the responsible person will be disciplined to the extent allowed by the School District's Discipline Policy. Non-students who initiate a false alarm will be turned over to the Duluth Police Department.
2. Bomb Threats--Each principal or his/her designated representative is to investigate all threats of bodily harm and/or possible building damage immediately on notification of such threat. If time permits, the principal or his/her designee shall contact the Police and Fire Departments for input on a responsive plan to the threat. If time is lacking, the principal or his/her designee must implement immediately an emergency evacuation of the building. During the evacuation process the Police and Fire Departments shall be contacted. Before students and staff reenter the building, a search of the building by designated police, fire, custodial, and instructional personnel will take place.

Note: Persons receiving threats via the telephone should record the message verbatim, making note of voice characteristics, and listen for any unusual background noises.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

6070 UNITED STATES FLAG DISPLAY

The United States of America flag shall be raised every school day in fair weather upon the flag staff in the yard of the school, on all legal holidays and flag days, and on such other days as the School Board may direct. Every classroom, including the principal's office, shall properly display the United States of America flag.

Reference: MS 121A.11

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

08-17-2004 ISD 709

6090 STAFF DEVELOPMENT

Recognizing that excellence in education is dependent upon a quality staff, the School Board supports an ongoing program of staff development. The School District is committed to developing policies and processes for continuous improvement of curriculum, instruction and assessment. Staff development is an organized program which enables participants to grow personally and professionally. This program should be: 1) continuing; 2) flexible; 3) needs-responsive; and 4) designed by a multi-role group; 5) researched based; 6) and designed to improve student achievement. The ultimate goal of staff development is positive student growth.

Adopted: 06-05-1984 ISD 709

Revised: 06-20-1995

07-21-1998

08-17-2004 ISD 709

6100 HIGH SCHOOL SCHOOL DAY

All regular high schools shall maintain a schedule that results in at least 1,020 hours of instruction for the school year.

Adopted: 07-20-1983 ISD 709

Revised: 08-11-1987

08-08-1989

01-15-1991

06-20-1995

08-19-2003

10-19-2004 ISD 709

6105 SCHEDULING OF SECONDARY CLASSES

When preparing the school's master schedule of classes, each principal shall strive for an equitable distribution of course sections across all periods; and in none of the periods shall there be fewer than ten percent (10%) of the total course sections available in the school. Appropriate scheduling of credits should be accomplished by students, parents, and counselors working together. Students who do not graduate with their class and return to school will be allowed to maintain a modified or shortened school schedule.

In order to assure that each student has involved his/her parent(s) or guardian(s) in the decision-making as to courses in which the student shall enroll, the student's schedule must bear the parent or guardian's signature, indicating concurrence with the schedule of courses which has been selected. Any subsequent schedule changes in a student's schedule must also bear the parent or guardian's signature.

In bringing about the balanced curriculum, counselors play a critical role as they guide students to give strong consideration to a diversified, non-stereotypic selection of courses. During their high school years, students should be encouraged to continue exploration of the various disciplines and fields of study contained within their particular school environment. As counselors aid students to make curriculum choices, they should do so after evaluating the student's post secondary plans, interests, and to ensure that the choices made by the student and family will result in a total program which will be challenging and of the greatest possible value to each individual student.

Adopted: 07-20-1983 ISD 709

Revised: 08-11-1987

08-08-1989

01-15-1991

06-20-1995

08-19-2003

10-19-2004 ISD 709

6115 RECOGNITION OF RELIGIOUS, CULTURAL AND ETHNIC CUSTOMS

The School Board recognizes that the First Amendment to the United States Constitution provides for the separation of church and state. Within limits defined by the United States Supreme Court, government is neither to advance nor inhibit religion(s).

Public School K-12 music education will reflect the diverse secular, religious, cultural, and ethnic traditions of American society. Therefore, to assist educators in deciding the appropriateness of studying, creating, and performing music from a wide variety of these traditions, regulation 6115R is provided.

Adopted: 06-09-1970 ISD 709
Revised: 01-18-1994
06-20-1995 ISD 709

6115R RECOGNITION OF RELIGIOUS, CULTURAL AND ETHNIC CUSTOMS

1. Any work of art studied or performed is to be selected for its content and inherent beauty of structure and form, as well as for its style and historical significance. Art, drama, and religious symbols may be used as a teaching aid or resource provided such symbols are used as an example of the religious, cultural, or ethnic traditions being presented not be used to promote any particular doctrine or religion.
2. Criteria for repertoire selection may include within its broad scope music with a sacred text; however, the text of sacred music should not be emphasized through the use of pageantry, scripture reading, or any act that could be construed to be devotional in nature.
3. A balanced offering of music literature from the various secular, religious, cultural, and ethnic traditions will be studied and/or performed in a course or at a concert so that the study and/or performance will not be construed as a religious service or religious indoctrination.
4. Public school music groups may not participate in community churches or temples for religious activities such as religious choral pageant or funerals of students or staff, unless approved in advance by the principal. When such participation takes place, involvement of students and staff is completely voluntary.

Approved: 06-09-70 ISD 709

Revised: 01-18-94

06-20-95

10-19-04 ISD 709

6135 TEACHING CONTROVERSIAL ISSUES

The freedoms to teach, to learn, and to express ideas without fear of censorship are fundamental rights held by public school teachers and students, as well as all other citizens. These freedoms, expressed and guaranteed in the First Amendment to the United States Constitution, must be preserved in the teaching/learning process in a society of diverse beliefs and viewpoints and shared freedoms. Public schools must promote an atmosphere of free inquiry and a view of subject matter reflecting a broad range of ideas so that students are prepared for responsible citizenship. However, criticism of educational resources and teaching methods and the advocacy of additional educational resources are also essential First Amendment rights of students, faculty, parents, and other members of the community. Parents may request an alternate assignment should they have serious objections to the controversial topic/assignment.

School District personnel shall:

1. Select curriculum, teaching methods, resources, and materials appropriate to the educational objectives and the maturity and skill levels of the students based on their professional competence as educators and according to established school board policies and procedures. However, school personnel shall not be allowed to indoctrinate students with their own personal views.
2. Provide students with access to a broad range of ideas and viewpoints.
3. Encourage students to become decision makers, to exercise freedom of thought, and to make independent judgments through the examination and evaluation of relevant information, evidence, facts, and differing viewpoints.
4. Support students' rights to present their ideas, even if some people might find the ideas objectionable.
5. Discuss issues, including those viewed by some as controversial, since such discussion is essential to students' development of critical thinking and other skills which prepare them for full participation as citizens in a democratic society.

The School District is committed to parental and community involvement in the decision-making process for the schools. It is the responsibility of the School Board to provide opportunities for a variety of opinions to be expressed, but it is their further responsibility to protect the educational process from individuals or groups outside the public schools who wish to:

1. Use the public schools to indoctrinate students with particular viewpoints or beliefs.
2. Determine which viewpoints will be presented or avoided in public schools.
3. Require the disciplining of professional staff for including issues or resources considered controversial in their classes if the reasons for including them are educationally sound.

Adopted: 11-12-1985 ISD 709

Revised: 06-20-1995

10-19-2004 ISD 709

6135R CONTROVERSIAL ISSUES REGULATIONS

In an attempt to assist teachers as they address controversial issues with their students, a list of "things to do" and "things not to do" are provided.

Teachers are encouraged to:

1. Deal with controversial issues impartially and as objectively as possible.
2. Handle all such topics in a manner suited to range of knowledge, maturity, and competence of their students.
3. Deal only with issues that are real problems both to the pupils and teachers; they should be current and significant.
4. Screen all teaching materials dealing with all possible aspects of the topic and have them readily available.
5. Bring out all the facts known concerning the issue.
6. Provide the students with the tools of learning which they will need as they face these issues as responsible citizens.
7. Assist students to collect information, document facts, evaluate and organize data and draw tentative conclusions.
8. Assist students to identify propaganda vs. fact, undemocratic theory and practice vs. democratic procedure.
9. Identify for students the skills of discussion, persuasion, negotiation, and arbitration.
10. Make use of the scientific method, the method of inquiry, and group interaction.

Teachers are encouraged not to:

1. Inject their own biases.
2. Manufacture an issue; take up only those that are current and real.
3. Expect a class to reach agreement.
4. Try and handle a "hot" issue with which they are not informed and feel inadequate to handle.
5. Give undue emphasis to a subject nor prolong it beyond its proper study.
6. Use or manipulate students in any way to process grievances involving the teachers' organizations. The principal must keep himself informed of teaching situations, units, or projects relating to controversial issues which involve the instructional staff and students and take immediate action to control those situations not in keeping with School Board policies and regulations.

Approved: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

6140.10 CO-CURRICULAR ACTIVITIES PARTICIPATION FEES

Participation fees are charged to students who participate in the following co-/extra-curricular activities. Activities have been placed within categories depending upon the amount of money paid for coaching/advisor stipends, the number of games or contests held during a season, transportation costs associated with the activity, lease and rental costs, and the amount of money paid to officials and judges. The fee structure to be implemented as of August 1, 2013 is as follows:

Category One	Category Two	Category Three	Category Four
\$500	\$235	\$185	\$60
Hockey	Baseball	Cheerleading (Per Year)	Drama
	Basketball	Cross Country Running	Knowledge Bowl
	Debate	Danceline (Per Year)	Math Team
	Football	Golf	
	LaCrosse	Skiing-Alpine	
	Soccer	Skiing-Nordic	
	Softball	Tennis	
	Speech	Track	
	Swimming		
	Volleyball		

The participation fee is reduced for students who qualify for reduced lunch to \$50.00 for all activities. The participation fee is \$25.00 for students who qualify for free lunch. The family maximum fee will be \$1,000.

All participation fees must be paid prior to the first scheduled event.

Participation Fee Refunds

Students who choose to participate in athletics must realize there are no guarantees regarding playing time or injuries. No participation fees will be refunded after the day prior to the first scheduled event.

Adopted: 06-18-1996 ISD 709

Revised: 09-19-2000

01-15-2002

11-21-2006

08-19-2008

06-16-2009

08-16-2011

05-21-2013

06-16-2015

10-20-2015 ISD 709

6141 NON-PUBLIC SCHOOL PARTICIPATION IN ACTIVITIES

The Minnesota State High School League does not allow for participation of non-public school students on teams at public high schools unless both schools are league members and a cooperative program has been approved. Participation on Duluth Public School District teams shall be limited to Duluth Public School District students.

Adopted: 03-15-94 ISD 709

Revised: 06-20-95 ISD 709

6150 INTERSCHOLASTIC ACTIVITIES

1. Controls

The School Board considers interscholastic activities an integral part of the total school program and shall endeavor to maintain competitive activities which promote a high standard of educational values. Interscholastic programs for the senior high schools shall be subject to the rules and regulations of the Minnesota State High School League and Independent School District 709 rules. All coaches designated as head coaches, with responsibility of interscholastic athletic programs, shall hold appropriate licensure.

2. Athletics

It is the purpose of interscholastic athletics to provide the benefits of competitive experience to as many students as possible. On the elementary level, competition is encouraged. On the middle school level, a strong intramural program and a limited amount of interscholastic competition are encouraged. In the high school level, an interscholastic program is endorsed, but a strong intramural program is also encouraged. Students must have a physical examination before participation in middle or senior high school interscholastic athletics.

3. Fine Arts

Student participation in the following fine arts activities shall be encouraged: drama, speech, debate, vocal music, instrumental music.

4. Reinstatement of Discontinued Programs

The School Board may, from time to time, deem it necessary to take official action to discontinue one or more of the interscholastic co-curricular programs for an indefinite period of time due to financial restrictions or for other reasons, such as reducing enrollment at a particular building. The School Board, in taking such action, does not rule out community/organization financial support for reinstatement of such co-curricular programs. In order to maintain equity in program offerings throughout the School District, all schools must have an opportunity to conduct any program that is reinstated through external financial support.

Funding for reinstatement of any program must provide total support and all monies shall be paid to the School District prior to expenses being incurred.

Activity fees shall be established by the School Board for any reinstated programs and such fees, collected from participants, shall be used exclusively to reduce overall cost of providing a specific reinstated program. Participation fees to reinstated activities will not exceed the activity fees established for participation in School District sponsored programs. All reinstated programs shall be organized, managed, and administered by School District personnel.

References: MSHSL Handbook

Adopted: 06-09-1970 ISD 709

Revised: 08-10-1982

06-20-1995

10-19-2004 ISD 709

6151 ADDITION OF AN ATHLETIC PROGRAM

1. An applicant proposing the addition of a new athletic program shall submit a formal written request to the Assistant Superintendent. This request should include:
 - a) Defined level(s) of activities;
 - b) Detailed financial report defining the start-up costs including equipment, rental and leasing, uniforms, facilities, etc.;
 - c) Detailed financial report defining the costs of operating the program annually including transportation, rental and leasing, officials, coaching salaries, maintenance, entry fees, etc.;
 - d) Feeder program numbers (local and state);
 - e) Community support for the program;
 - f) Coaching availability; and,
 - g) Regional and local competition (schedule).

2. Written requests will be reviewed by a committee consisting of the Assistant Superintendent, the CFO/Executive Director of Business Services, the Activities Directors, and the School Board member assigned to assess co-curricular programs. This committee will consider Title IX implications, the impact the proposed athletic program will have on existing athletic programs, DFT concerns, estimated expenses, individual school concerns, and other items covered or not covered in the formal request.

3. The Committee's recommendation including, but not limited to, the new program's anticipated expenses, a recommended time frame for implementation, minimum number of participants necessary for implementation, and level of play offered, will be forwarded to the Education Committee for a recommendation to the School Board. The School Board shall make the final determination to approve, deny, or table the request. The Superintendent or his/her designee shall respond to the applicant with a summary of the School Board's decision.

Adopted: 11-16-1994 ISD 709
 Revised: 02-21-1995
 06-20-1995
04-22-2014 ISD 709

6155 CLASS SIZE AND STAFF ALLOCATIONS

The School Board is committed to providing each school with the best possible student-teacher ratio and adequate support staff. Recognizing that staff allocations to schools and, ultimately, class size are a function and result of the School District's income, the School Board will authorize staff allocations annually, and each school will receive its allocation when the new year's enrollment has been determined.

Adopted: 01-08-1980 ISD 709

Revised: 07-13-1982

05-14-1985

03-11-1986

06-20-1995 ISD 709

6160 FIELD TRIPS

I. PURPOSE

The purpose of this policy is to provide guidelines for student trips and to identify the general process to be followed for review and approval of trip requests.

II. GENERAL STATEMENT OF POLICY

It is the general expectation of the School Board that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. On all school-sponsored trips, provisions will be made for appropriate special education accommodations/modifications for special education students. On all overnight school-sponsored trips, background checks will be required for all chaperones at their own expense. Student trips will be categorized within three general areas:

a. Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal, and shall be financed by school district funds within the constraints of the school building budget. Fees may not be assessed against students to defray direct costs of instructional trips.

b. Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which usually take place outside the regular school day, but do not include overnight stays. Examples of trips in this category involve student activities, clubs, and other special interest groups. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested.

c. Extended Trips Within Minnesota, the Continental United States, or a Foreign Country

Trips that involve one or more overnight stops within Minnesota, the Continental United States, or a foreign country fall into this category. Extended trips may be instructional or supplementary, and must be requested well in advance of the planned activity. Extended trips within the school year should whenever possible coincide with school vacation periods. An Extended Trip Request form must be completed and approved by the principal, superintendent, and School Board. Exceptions to the approval may be granted or expedited to accommodate emergencies or contingencies (e.g. tournament competition).

d. Trips to a Foreign Country Other than Canada

As per Resolutions E-5-09-2628 (May 19, 2009) and E-11-10-2826 Independent

School District 709 does not sponsor or accept any liability for foreign trips other than Canada. As noted in resolution E-5-09-2628, all staff who accompany students on any foreign trips other than Canada are expected to obtain a signed liability release and waiver form (attached) from the student's parents/guardians prior to the trip.

The School Board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students. All fundraising activities for extended trip opportunities must be approved by the School Board under Fund Raisers in the Financial Report section of the Business Committee Report.

Adopted: 06-09-1970 ISD 709

Revised: 12-17-1974

02-10-1976

06-20-1995

12-17-2002

10-19-2004

02-27-2007

06-16-2009

12-21-2010 ISD 709

6160R FIELD TRIPS

The School Board acknowledges the educational value gained through field trips and travel experiences. The School Board also realizes that exceptional care of students is necessary to make such trips as valuable and safe as possible. Therefore, the following regulations apply:

- a. Rules of conduct and student discipline shall apply to all student trip activity. Specifically, for students, there will be no use of alcohol, tobacco, or other controlled substances at any time, local culture notwithstanding.
- b. The trip chaperones/travel advisors shall be responsible for providing the building administrator a more detailed set of procedures including parental involvement, supervision and other such factors deemed important and in the best interest of the students.
- c. Transportation shall be furnished through a commercial carrier or school-owned vehicle. In the event a private vehicle is approved for use, a certificate of insurance must be on file in the school district office.
- d. For all chaperones, local cultures notwithstanding, there will be no use of alcohol or other controlled substances. Chaperones will provide twenty-four hour seven-day supervision of students. Such schedule will be provided to parents along with a phone number by which parents can contact the group at any time during the trip.
- e. For students, all High School League regulations related to alcohol, tobacco, and other controlled substances apply.
- f. When school sponsored overseas travel is arranged through private organizations students will be required to purchase insurance through the private organization.

Violations

- a. For adults who are school personnel, violations will be dealt with through the Human Resources Department.
- b. For students, violations will be dealt with through the principal and/or activities director.

Approved: 01-16-2007 ISD 709

6165 HOMEWORK

The School Board is supportive of homework being assigned to students by their teachers as long as it can be considered to be of benefit to the individual student. The School Board advises teachers and principals that its support for student homework is based on the following assumptions relative to good homework assignments:

- They are clear, interesting, and geared to individual abilities and needs.
- Students definitely understand what is to be done and have had enough practice in class to do the work unaided.
- They are of a type which can be better done away from school.
- The student's home environment and facilities have been taken into consideration.
- They are of an informal nature, supplementing the formal instruction of the classroom.
- The special interests of students are considered.
- They are such that students need not waste time in getting started on them.
- Rather than more of the same, most homework should be for enrichment.

Adopted: 06-09-70 ISD 709

Revised: 06-20-95 ISD 709

6175 SPECIAL INDIVIDUAL SERVICES

1. Physical Health

The School Board shall provide health services necessary as required by law for the prevention of disease and for the promotion and maintenance of health for all eligible children. The School District shall maintain a Student Health Record on every student, including a record of disabilities, immunization status, and health status. This record shall be reviewed annually.

2. Mental Health

It shall be the responsibility of the administrative and instructional staff of the School District to provide conditions favorable for an atmosphere of good mental health in the classroom. These efforts will be directed towards achieving the best possible conditions which are needed for learning. The resources of the School District, especially the psychologists and social workers, in cooperation with other community agencies, will be used to assist in creating a climate which will foster good mental health.

3. Reading

The School Board shall provide remedial and developmental reading services to those students who, as a result of a learning disability, show a need for these services.

References: MSA 123.70-123.704
MSA 144.29
MCAR EDU 140

Adopted: 06-09-1970 ISD 709
Revised: 06-15-1982
11-14-1989
06-20-1995 ISD 709

6175R STUDENT HEALTH RECORD CARD

A permanent health record shall be maintained for each student, including a record of immunization and health status. Health information shall be collected and maintained in conformance with procedures and advisements from the Director of Special Services and in compliance with Minnesota State Law and the Data Privacy Act. This record shall be reviewed annually.

Principals and other designated staff members shall be responsible for the maintenance, confidentiality, and security of student health records which include a record of immunization history. A record of immunizations shall be completed by the parent/guardian, certifying that the student has completed the schedule of recommended immunizations.

Parents may obtain a legal exemption from the school immunization law for medical reasons or conscientiously held beliefs.

The parent/guardian of a student who enrolls from another school district or a student enrolling in a kindergarten shall provide information concerning required immunizations within thirty (30) days of enrollment.

A report on the status of immunization records shall be sent to the State Department by November 1 of each year.

Approved: 06-09-1970 ISD 709
 Revised: 06-15-1982
 06-20-1995
10-19-2004 ISD 709

6185 GUIDANCE AND COUNSELING PROGRAM

The School Board recognizes that each student possesses intrinsic worth and inherent inalienable rights and that each student is the focus of the educational process. Guidance and counseling services address the particular needs of all students at each school.

Comprehensive Guidance and Counseling Program stresses student development in three major areas: 1) academic achievement, 2) personal/social development, and 3) career and education decision making. Counselors work to meet these needs through a wide range of services that involve students, staff, home, community, and others who influence the learning and development of persons served by the program.

Counselors provide services in a variety of ways. Responsive counseling services are provided in individual and group settings in reaction to students' needs related to the three areas cited above. These services are generally initiated by the student or by a member of the staff who sees the need for a particular issue to be addressed. Individual planning is initiated by the counselor who provides counseling and guidance to foster student decision making skills. Group guidance provides systematic larger scale instruction for all students. Counselors also support the overall school program by designing and leading activities necessary for the effective implementation of the school's guidance program. They design and implement guidance and counseling programs to serve a diverse population consistent with the unique strengths and needs found within each setting.

Goals

Counseling goals can be divided into three general areas:

1. Intellectual-Educational Goals:
Providing a program that will help to develop intellectual potential, cultural appreciation, and positive attitudes toward learning.
2. Personal-Social Goals:
Developing positive interpersonal relationships, developing acceptable patterns of behavior, developing and enhancing self-esteem and self-awareness.
3. Career Development Goals:
Exploring and identifying interests and abilities and using appropriate decision making processes to plan future education and careers.

Program

The guidance and counseling program will consist of the following four major areas:

1. Guidance Component--Learning activities that may take place in classrooms, with groups, or with individuals.
2. Planning Component
 - a. Individual appraisal, includes assisting students to assess and interpret abilities, interests, skills, and achievements.
 - b. Individual advisement, includes assisting students to use self-appraisal to foster awareness, planning, and decision making.
3. Responsive Services Component--May include consultation, personal counseling,

crisis counseling, and referral as responses to individual and/or group needs.

4. System Support Component--Consists of management activities that establish, maintain, and enhance the total guidance program. These may include staff and community public relations, professional development, committee and advisory boards, and program research and development.

Staff

1. The guidance and counseling staff shall be qualified and appropriately certified/licensed according to standards of the State of Minnesota.
2. The guidance and counseling staff shall be responsible for the design, implementation, and evaluation of the services and activities prescribed in the program.
3. Professional, secretarial, and/or para-professional staff shall be adequate in numbers to meet the objectives of the guidance program in each building.
4. Provision is made for staff to attend and/or participate in intra- or inter-professional meetings and activities in and out of the School District.
5. The School District will work toward providing guidance services for all children in all buildings in ratios consistent with American School Counselor Association (ACSA) recommendations.

Facilities

1. Each counselor shall be provided with pleasant, private quarters conducive to conferences of a confidential nature and adequate in size to accommodate three to five persons.
2. The counseling facilities must be located in an area readily accessible to students and others.
3. Each counselor's quarters must be equipped with adequate telephone service.
4. A conveniently located private area adequate for group guidance and counseling activities should be available.
5. Adequate provision shall be made for the storage and display of all records and materials used by the counselor(s) in carrying out the guidance and counseling program, and there must be adequate budget for purchasing, maintaining, and developing the needed materials and equipment.
6. Career resource center(s) should be established where appropriate and staffed to facilitate use of materials, equipment, and supplies for career awareness, exploration, planning, preparation, and progression.

Policy Summary

If this structure and the content involved are to come together as a complete, comprehensive guidance program K-12, some imperatives must be followed:

1. The comprehensive guidance program is student development oriented.
2. The comprehensive guidance program operates on a one hundred percent program and the four program components constitute the total program.
3. The comprehensive guidance program should start the first day of school and the last day of school.
4. The comprehensive guidance program is program-focused.

Adopted: 06-09-1970 ISD 709
Revised: 04-17-1990
06-20-1995
10-19-2004 ISD 709

6195 SUMMER SCHOOL

Upon the recommendation of the Superintendent or designee and the approval of the School Board, a summer school program shall be established to enhance the educational opportunities of Duluth students. Summer school shall be in areas that will by nature provide correction, enrichment, and advancement.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

10-19-2004 ISD 709

6198 ESTABLISHMENT OF SCHOOL WITHIN A SCHOOL PROGRAMS IN DULUTH PUBLIC MIDDLE AND HIGH SCHOOLS

Whereas Duluth Public Schools is dedicated to provision of educational programs that promote the success of all individual students enrolled, and whereas Duluth Public Schools believes in the capacity of site-based decision-making to enhance and expand delivery of instruction strategic to the population served, ISD 709 Middle and High Schools have capacity to create separate and discrete programs, housed within and administrated by existing structures, developed to serve the unique needs of an identified population. These programs, once approved, will be referred to in general as School Within A School (SWAS) programs. Sites that apply to offer such options must complete the following application, which includes approval by the site's council, and submit the application to the District Director of Curriculum, Instruction, and Assessment for final approval by the School Board. Once approved, the site is sanctioned to offer such a program without need for renewal of approval. SWAS programs, district-wide will share the following common definitions and characteristics:

ISD 709 SWAS programs will be Asset-Based. Any program established will be created to capitalize, refine, or build upon attributes, past experiences, interests, and intelligences of a select group of identified students. Assets can be defined as resilience, aptitude, or demonstrated abilities, and programs offered will be created to encourage and extend the students' abilities to capitalize on the assets identified.

ISD 709 SWAS programs will establish intake procedures that include the right of the program to identify specific intake criteria for participants. The criteria will include establishing a SWAS asset-based community. Additional intake procedures must include the right of the student, a teacher, a parent, or an administrator to make recommendation of a potential enrollee and the requirement of the potential participant's parent or legal guardian to be part of the decision to participate. Common intake procedures for all Duluth SWAS programs will include:

- Recommendation for program participation is made by the student, a teacher, a parent, or an administrator.
- Initial recommendation is reviewed by a building administrator and the program coordinator and other identified program leadership.
- If initial review results in recommendation, intake conference is held which includes the student, parent or guardian, building administrator, and the program coordinator.

ISD 709 SWAS programs will report and be held responsible to the building administration and student enrolled will be subject to all rules and regulations delineated in the district policies, and funding will be utilized within specified designations, unless the approved establishment of the program states otherwise.

ISD 709 SWAS programs will complete and submit the following information for Bard approval to the District's Director of Curriculum, Instruction, and Assessment.

Approved: 07-19-2005 ISD 709

6200 EDUCATIONAL TELEVISION

WDSE-TV, Channel 8, is an inter-community, nonprofit organization dedicated to enriching the educational and cultural life of this area through daytime programs tailored to classroom needs and evening programming for the entire community.

Cooperation and coordination efforts on the part of the School District and Channel 8 will see that the instructional programs are correlated properly with the schedules of the public schools.

It shall be the duty of the Curriculum Director in cooperation with WDSE in informing principals of TV Programming so that such programs may be synchronized within the schools' curricular plans.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

01-18-2005 ISD 709

6215 ADULT EDUCATION

The primary objective of the adult education program shall be to provide adults with educational opportunities to acquire and improve their literacy skills necessary to be self-sufficient and to participate effectively as productive workers, family members, and citizens. Specifically, subject-matter offerings are planned to serve the needs of individuals and the community.

Instructional arrangements authorized by the School Board include:

1. Classes are organized, located, and scheduled to accommodate the students wherever possible.
2. The schedule is publicized in the local city papers and in school bulletins.
3. Members of the instructional staff must meet certification requirements set by the state and the School Board.
4. Facilities of the School District are available for classes.

Adult basic education programs are funded by state and federal grants and reimbursements and by special project grants. No fees are charged for classes. Assessments and grades will be given in areas which require such evaluations to meet state certification requirements. Certificates of achievement and/or diplomas will be awarded where appropriate.

Adopted: 06-09-1970 ISD 709
 Revised: 06-20-1995
01-18-2005 ISD 709

6230 KID CONNECTION PROGRAMS

Realizing the need for adequate non-instructional child care of school age children, the primary objective of a Kid Connection program shall be provision of quality child care for school age children. This is a fee-based program.

The best locations are usually schools and sites that can be served by existing transportation systems. Such programs meet a very important need of children and provide a source for family support in the community.

Written standards for Community Education Kid Connection programs will be on file in the Superintendent's office and at each Kid Connection site. Standards are subject to revision by the School Board and will be reviewed annually by the Citywide Community Education Advisory Council.

Reference: MSA 121.88

Adopted: 12-11-1984 ISD 709

Revised: 05-08-1990

06-20-1995 ISD 709

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, February 9, 2026

District Services Center

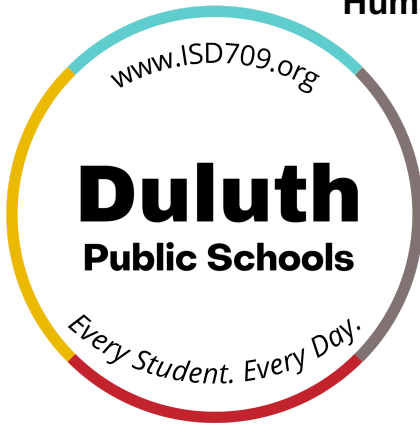
709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
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Human Resources Report for February 2026 School Board Meeting Highlighting January 2026 Activities



Department: Human Resources
HR\Business Services Committee: 02.09.2026
Regular Board Meeting: 02.24.2026
Report Prepared By: Steven Johnson

Manager's Minutes:

- Working on site visits to meet all principals at their sites, to develop a professional relationship.

What We're Working On:

- Working on Round 3 with grant partner, Duluth Workforce Development, for the Drive for Five Grant through DEED. This grant works to prepare people for high-demand jobs in education and provides training for those who face barriers to employment.
- Working on yearly audit GASB 75 Report, gathering all active employee data as of 06/30/2025
- MN Paid Leave Applications - About 40 into State so far, about 17 approved so far
- Processing 21 HCSP Estimates for upcoming retirements
- Working on 1095 ACA Reporting
- Onboarding checklist for HR/Sites-revising to better suit the district, site and employees.

Upcoming Changes/Improvements to the Department:

- We have hired a new Human Resources Manager, Becca Lester.

Staffing Report:

- | | |
|------------------------------|--------------------------------|
| • Certified Appointments - 4 | Non-Certified Appointments - 8 |
| • Certified Leaves - 1 | Non-Certified Leaves - 1 |
| • Certified Resignations - 0 | Non-Certified Resignations - 1 |
| • Certified Retirements - 6 | Non-Certified Retirements - 0 |

Open Positions:

Certified:

Teachers (29)

Elementary (1)

High School (1)

Special Education (4)

Summer School (22)

Adult Basic Education (1)

Non-Certified:

Child Nutrition (4)

Maintenance (6)

Master Electrician (1)

Floating Custodian I (2)

Second Shift Engineer I (1)

Second Shift Engineer II (2)

Playground/Cafeteria Monitor (1)

Paraprofessionals (4)

Certified Sign Language Interpreter (1) 394
Language Facilitator - Deaf and Hard of Hearing (1)
SpEd Building Wide Para (1)
SpEd Program Para Student Specific (1)

2025-2026	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	484.00	409.00	75.00	77.00	83.00	83.00	78.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	465.00	377.00	88.00	75.00	70.00	74.00	82.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	243.00	204.00	39.00	39.00	33.00	41.00	46.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	516.00	428.00	88.00	73.00	83.00	98.00	81.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	312.00	270.00	42.00	60.00	53.00	47.00	59.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion	183.00	147.00	36.00	38.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	260.00	221.00	39.00	39.00	46.00	44.00	48.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	453.00	372.00	81.00	84.00	73.00	70.00	80.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	405.00	325.00	80.00	67.00	72.00	63.00	62.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	241.00	203.00	38.00	35.00	49.00	43.00	37.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	687.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	218.00	239.00	230.86	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1121.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	383.00	356.00	382.27	0.00	0.00	0.00	0.00	
AE Online 650	179.71	0.00	698 students 45 Open Enrolled, 42 FT Residents, 611 PT Residents							0.00	0.00	0.28	17.34	60.70	57.80	43.59
Denfeld 215	931.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237.16	237.51	224.65	232.63	
East 220	1390.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	373.65	366.64	325.12	325.49	
Merritt Creek Academy 81	85.00	39.00	2.00	8.00	4.00	7.00	11.00	9.00	6.00	10.00	8.00	6.00	8.00	6.00	0.00	
ALC 611	81.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00	35.71	32.00	
Chester Creek Academy 575	30.00	13.00	0.00	2.00	1.00	4.00	4.00	2.00	3.00	1.00	3.00	3.00	4.00	2.00	1.00	
Rock Ridge Academy 580	44.00	10.00	4.00	1.00	2.00	4.00	1.00	2.00	5.00	6.00	6.00	5.00	3.00	4.00	1.00	
Arrowhead Academy 605	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	8.00	2.00	5.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	
Hospitals 630	22.00	5.00	0.00	1.00	0.00	1.00	2.00	1.00	0.00	0.00	4.00	6.00	4.00	1.00	2.00	
The Bridge 950	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	
Total:	8177.65	3023.00	612.00	599.00	595.00	608.00	617.00	604.00	615.00	612.00	635.41	648.15	706.10	658.28	667.71	

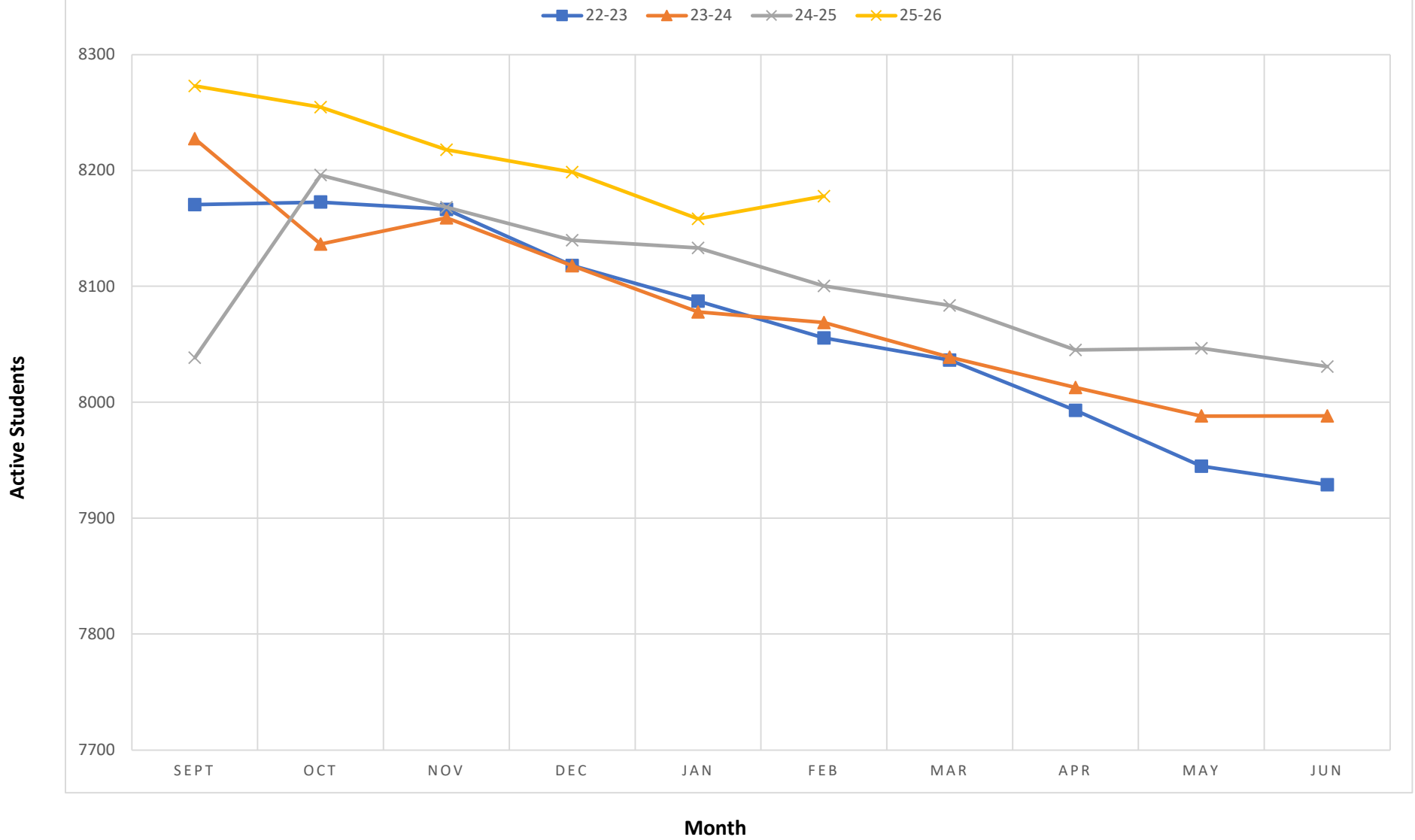
2025-2026 Month to Month Enrollment Changes by School

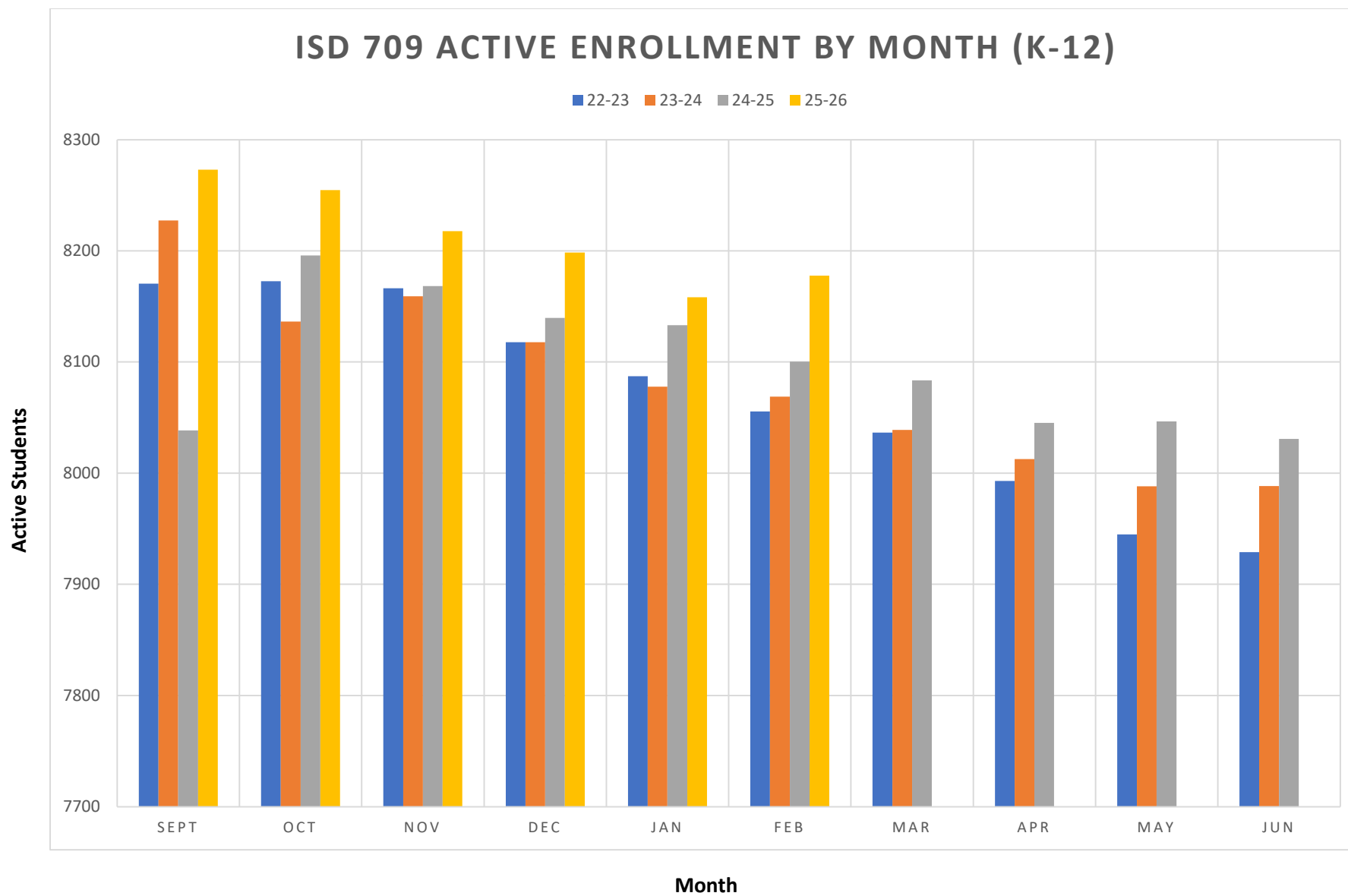
Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Feb '25	Current Month-Feb '25
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	485.00	484.00	0.00	0.00	0.00	0.00	-1.00		-2.00	10.00	471.00	13.00
Homecroft 475	451.00	464.00	465.00	462.00	463.00	459.00	465.00	0.00	0.00	0.00	0.00	6.00		1.00	14.00	453.00	12.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	243.00	243.00	0.00	0.00	0.00	0.00	0.00		3.00	-9.00	256.33	-13.33
Lester Park 510	512.00	512.00	519.00	518.00	514.00	514.00	516.00	0.00	0.00	0.00	0.00	2.00		4.00	4.00	511.00	5.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	307.00	312.00	0.00	0.00	0.00	0.00	5.00		8.00	6.00	314.00	-2.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	183.00	183.00	0.00	0.00	0.00	0.00	0.00		1.00	-144.00	327.00	-144.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	258.00	260.00	0.00	0.00	0.00	0.00	2.00		0.00	-10.00	266.00	-6.00
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	452.00	453.00	0.00	0.00	0.00	0.00	1.00		-1.00	140.85	313.14	139.86
Piedmont 550	387.00	401.00	400.00	404.00	399.00	404.00	405.00	0.00	0.00	0.00	0.00	1.00		4.00	18.00	396.00	9.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	237.00	241.00	0.00	0.00	0.00	0.00	4.00	20.00	6.00	3.00	231.00	10.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	700.86	687.86	0.00	0.00	0.00	0.00	-13.00		-32.00	19.99	672.87	14.99
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	1116.27	1121.27	0.00	0.00	0.00	0.00	5.00	-8.00	-21.00	47.66	1082.86	38.41
AE Online 650	166.24	49.67	112.16	133.16	142.22	134.27	179.71	0.00	0.00	0.00	0.00	45.44		130.04	13.47	186.56	-6.85
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	948.25	931.95	0.00	0.00	0.00	0.00	-16.30		-108.65	35.78	928.03	3.92
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	1428.77	1390.90	0.00	0.00	0.00	0.00	-37.87	-8.73	-151.00	8.79	1388.36	2.54
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	82.00	85.00	0.00	0.00	0.00	0.00	3.00		5.00	0.67	86.74	-1.74
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	80.00	81.71	0.00	0.00	0.00	0.00	1.71		18.71	-11.01	88.01	-6.30
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	29.00	30.00	0.00	0.00	0.00	0.00	1.00		2.00	-1.00	31.00	-1.00
WHA RRA 580	46.00	38.00	43.00	43.00	44.00	41.00	44.00	0.00	0.00	0.00	0.00	3.00		6.00	-2.00	37.00	7.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	15.00	16.00	0.00	0.00	0.00	0.00	1.00		8.00	-6.33	14.33	1.67
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.25	0.25	0.00	0.00	0.00	0.00	0.00		0.25	0.00	0.00	0.25
Hospitals 630	23.00	2.00	20.00	16.00	19.86	16.00	22.00	0.00	0.00	0.00	0.00	6.00		20.00	-1.00	25.00	-3.00
The Bridge 950	16.00	23.58	24.58	23.58	24.58	24.58	25.00	0.00	0.00	0.00	0.00	0.42	16.13	1.42	9.00	21.00	4.00
Total:	8030.78	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	0.00	0.00	0.00	0.00		19.40	-97.23	146.87	8100.23	77.42
Change		244.10	-20.29	-36.86	-21.30	-38.18	19.40	0.00	0.00	0.00	0.00						
Duluth Adult Education		367.00	525.00	612.00	689.00	726.00	775.00					49.00					

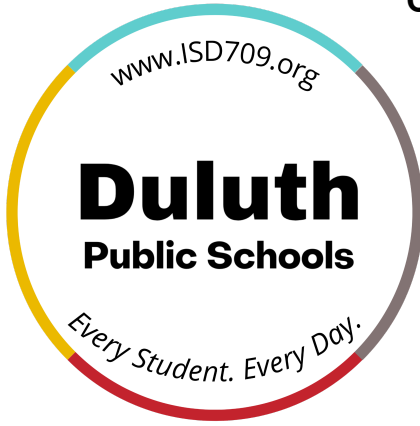
2025-2026 Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net			Avg
EC	151.06	211.04	299.03	337.06	347.07	364.07	0.00	0.00	0.00	0.00	17.00			213.01	284.89
PK	21.94	19.96	81.94	80.94	79.93	79.93	0.00	0.00	0.00	0.00	0.00	17.00		57.99	60.77
KA	132.00	144.25	147.00	150.00	152.00	155.00	0.00	0.00	0.00	0.00	3.00			23.00	146.71
KG	460.00	457.00	456.00	451.56	454.00	457.00	0.00	0.00	0.00	0.00	3.00			-3.00	455.93
1	593.00	595.00	597.00	597.00	593.00	599.00	0.00	0.00	0.00	0.00	6.00			6.00	595.67
2	595.00	596.00	595.00	591.00	592.00	595.00	0.00	0.00	0.00	0.00	3.00			0.00	594.00
3	609.00	603.00	604.00	602.00	601.00	608.00	0.00	0.00	0.00	0.00	7.00			-1.00	604.50
4	614.00	623.00	618.00	618.00	614.00	617.00	0.00	0.00	0.00	0.00	3.00			3.00	617.33
5	600.00	604.00	607.00	604.00	603.00	604.00	0.00	0.00	0.00	0.00	1.00			4.00	603.67
6	631.00	623.00	616.00	621.00	616.00	615.00	0.00	0.00	0.00	0.00	-1.00	25.00		-16.00	620.33
7	618.00	611.00	610.00	615.00	612.00	612.00	0.00	0.00	0.00	0.00	0.00			-6.00	613.00
8	654.41	642.41	640.41	638.41	639.41	635.41	0.00	0.00	0.00	0.00	-4.00	-4.00		-19.00	641.74
9	655.58	660.00	654.85	652.28	650.99	648.15	0.00	0.00	0.00	0.00	-2.84			-7.43	653.64
10	701.00	708.56	706.00	699.99	700.81	706.10	0.00	0.00	0.00	0.00	5.29			5.10	703.74
11	684.72	685.09	672.28	667.78	658.85	658.28	0.00	0.00	0.00	0.00	-0.57			-26.44	671.17
12	727.17	702.28	694.19	688.41	671.19	667.71	0.00	0.00	0.00	0.00	-3.48	-1.60		-59.46	691.83
K 12 Total:	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	0.00	0.00	0.00	0.00	19.40	19.40		-97.23	8213.26
Change		-20.29	-36.86	-21.30	-38.18	19.40	0.00	0.00	0.00	0.00					

ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)







Child Nutrition Report for February 2026 School Board Meeting Highlighting January 2026 Activities

Department:	Child Nutrition
HR Business Services Committee:	02.09.2026
Regular Board Meeting:	02.24.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- Did a student meal billing. The total of the bills sent out was around \$7,000. Students might owe money from prior years, for second meals or for milk purchased to go with their home lunch.
- Opened an additional serving window at Ordean East to accommodate the large number of students participating in school lunch. The new window has been very well received and allows us to feed the students in a more timely manner.

Staffing Report:

- Hired a new employee for Lakewood Elementary School
- 3 jobs currently open
 - East
 - Lincoln
 - Piedmont



Facilities Report for February 2026 School Board Meeting Highlighting January 2026 Activities

Department: Facilities
HR|Business Services Committee: 02.09.2026
Regular Board Meeting: 02.24.2026
Report Prepared By: Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Construction on the First Street Buildout project remains underway, with structural steel getting ready for installation. Wall framing, sheetrock, and priming / painting walls underway.

What We're Working On:

- a. The State Fire Marshal will be doing walk thru's at Lakewood and Homecroft.
- b. Backup Generator Inspections completed.
- c. All school boiler calibrations completed.
- d. Scope development continues for the Lakewood fuel conversion and boiler installation.
- e. Scope development for the East Manufacturing shop continues and will now include a Power quality and distribution assessment for all of the equipment.
- f. Ansul system installation slated to begin early February at Stowe.
- g. Replacement of entryway glass installed at Denfeld

What We're Working On:

- a. February winter recess break, four day training on floor care and basics of cleaning to offer staff the ability to better understand the science of cleaning to efficiently perform.
- b. With HR on job fairs and posting of open positions.
- c. On boarding of new employees.
- d. Changing over new website ordering from Dalco to ImperiaDade

Staffing Report:

New Licence: Ben Belden 2C Boilers license, Dale McRae 2C.

New Hire: Laura Mac/Denfeld Split Jared Bjorlin, Lester Park Sean OLeary, Ordean, Sarah Chrapkowski and Homecroft/Ordean Split.

Open and posted: Costondinan at East, SSE1 Lakewood, SSE1 Myers-Wilkins, SSE2 Ordean and SSE2 Lincoln Park.

Safety Report for February 2026 School Board Meeting Highlighting January 2026 Activities



Department: Safety
 HR|Business Services Committee: 02.09.2026
 Regular Board Meeting: 02.24.2026
 Report Prepared By: August Leopold

Health and Safety Topics:

● Regulatory Requirements

- OSHA 300A logs which summarize injuries by building where we have employees have been signed by Superintendent and are posted throughout all buildings (Feb 1st - Apr 30th)
- BLS (Bureau of Labor Statistics) OSHA Surveys have been filled out and submitted
- Automotive Lift Inspections have been scheduled for Denfeld High School
- Three-year AHERA asbestos inspections continuing for all buildings containing asbestos

● Trainings and Planning

- Emergency Operations Core Team was trained on behavioral threat assessment for school officials
- Meeting with St. Louis County Emergency Management about mass violence events
- Setting up for lifeguard training in accordance with the new emergency action plan for aquatics

● Employee Injury Update for January

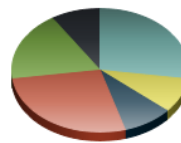
- Our total case incident rate for January 2026 was 0.9225. This is below the target rate of two and the ideal rate of one. This means we had a low rate of serious injury this past month. Our top injury categories were injured by student, followed by slips, trips, and falls. We had a total of 12 injury reports with only one resulting in time away from work.

Incidents - Employee Injuries by Cause of Injury (Primary)

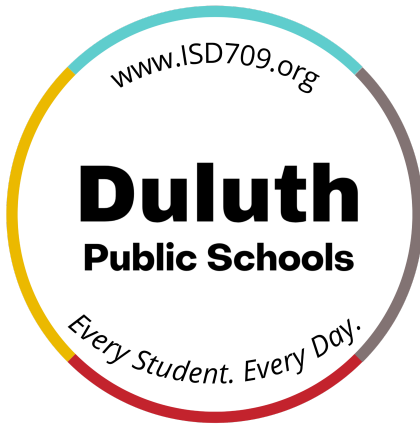


Struck By
 Injured by Student
 Fall, Slip, or Trip
 Strain or Sprain

Incidents - Employee Injuries by Cause of Injury (Detailed)



Struck, Hit, Punched, Kicked
 Other Struck or Injured - Not Otherwise C
 Bitten
 Slip On Ice or Snow
 Other
 Pushing or Pulling



Technology Report for February 2026 School Board Meeting Highlighting January 2026 Activities

Department:	Technology
HR Business Services Committee:	02.09.2026
Regular Board Meeting:	02.24.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

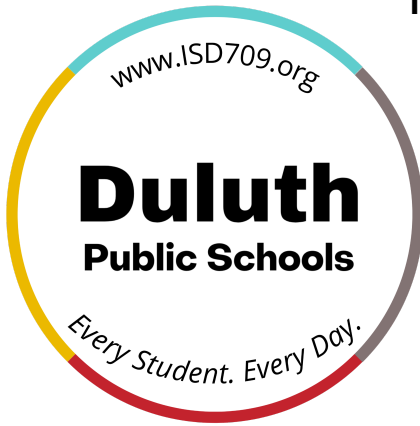
- Our new core network switch has functioned well through its first full month of use.
- Tech staff have stepped up to complete our team's most important tasks with three positions vacant as of early January.
- We continue to replace aging Smartboards and projectors in our secondary schools several classrooms at a time. We're prioritizing rooms where this technology has completely failed or is producing a terrible image quality that hinders learning for students in the classroom. We presently lack a funding source to address this need at a larger scale.

What We're Working On:

- Filing E-Rate (federal funding) bid requests for our inter-building network services
- Three new display panels were installed and connected in classrooms at East High School
- Four display panels were ordered for Lincoln Park Middle School, to be installed in rooms with the most problematic current display solutions in place
- Collaborating with curriculum staff to prep a presentation on AI for the upcoming Committee of the Whole meeting
- Implementing a long-term solution providing guest Wi-Fi services across the district to meet needs of community events and other programming outside of school hours

Staffing Report:

- We have an accepted offer for our Network Architect position. Nick Krauss will begin work with us in March, coming from Hill City (MN) Schools, where he's currently the Technology Director and single-person technology department. Nick brings a strong technical background that includes two networking certifications. Our search for this position spanned a six month period from the time of initially posting our vacancy through Nick's planned start date.
- We continue working through the hiring process for our IT Security Analyst and Network Engineer 1 positions.



Transportation Report for February 2026 School Board Meeting Highlighting January 2026 Activities ⁴⁰⁴

Department:	Transportation
HR Business Services Committee:	02.09.2026
Regular Board Meeting:	02.24.2026
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- With the transition from winter to spring, the transportation team is entering a critical dual phase. We continue in "maintenance mode," providing daily oversight and making necessary minor adjustments to current student transportation routes to ensure smooth operation. Simultaneously, our focus is shifting to comprehensive future planning. This includes developing routes and schedules for summer school programs, as well as the extensive planning required for the next academic year's transportation services.

What We're Working On:

- Continuing with routing new students as well as adjusting routes to student address changes.
- We are also continuing with the training of the two new drivers that were hired recently.
- The department is excited with the hiring and start of training of two new Bus Helpers.
- As always, the upkeep and maintenance of our bus fleet is an ongoing process.

Upcoming Changes/Improvements to the Department:

- We are in the very early stages of testing a more enhanced and comprehensive camera system in a few of our buses as well as one van.

Staffing Report:

- Our recent hires have allowed us to manage staff absences effectively, resulting in minimal disruption to our daily operations.

Stats in the Spotlight:

- Between the district and Voyageur we run 178 vehicles for student transport, this includes vans at the sites that we maintain.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

405

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Lavonne Bellanger	\$4.34		This was an overpayment for Denfeld Automotive service and had to be reported as a donation.
Districtwide	Terese Tomanek	In-kind		Socks & Underwear
East	Haunted Shack/ Pat Stojevich	\$1,000.00	Duluth East Key Club	
East	Mimi Stender	\$2,000.00	DE Key Club - Be MinneSNOWta Nice	
East	Twin Ports Paper & Supply Inc	\$100.00	YES. It is explicitly for Duluth East DECA to use for our Chuck a Duck event	
East	Multiple donors rounded up cash sales	\$10.16	CTE AFNR Plant Sale	
East	Erica Rodriguez	\$25.00	DECA Chuck a Duck	
Lakewood	Kathryn Robarge	In-kind	Staff	Toaster oven/air fryer for staff lounge
Lester Park	Lester Park School Foundation	\$5,518.67	Purchased items for classrooms and students in 2025	
Lincoln Park	Christine Good	In-kind	Give to the students that need it	11 Pairs of Gloves/Mittens
Lincoln Park	Anonymous	In-kind	Give to the students that need the items	4 Homemade hats, 120 lip balms, 4 pairs of girls pants, 6 sweater/long sleeve girls tops
Lincoln Park	Anonymous	In-kind	Give to a family that is in need of the product	Members Mark Baby Formula 2 - 48OZ containers
Lincoln Park	Larry And Donna	\$2,000.00	Use for 7th grade Trip	Put into the 7th grade account for the 7th graders

Resolution B-2-26-4155

February 24, 2026

	Pulkrabek Foundation Inc			406
Lincoln Park	Larry and Donna Pulkrabek Foundation Inc	\$3,000.00	Towards the 7th grade trip – transportation	Put into 7th grade funds for the trip
Stowe	Duluth Lions Club	\$2,000.00	For the Stowe HeadStart Playground Fund	
Stowe	United Protestant Church UCC	In-kind	Winter gear - mittens, scarves, hats	

HUMAN RESOURCES ACTION ITEMS FOR: February 9, 2026**CERTIFIED APPOINTMENT**

ALTONEN, JENNA K
 BISEK, HANNAH M
 EDDY, BROOKE M
 SKINNER, MARGARET I

POSITION

LTS ELEMENTARY MUSIC SPECIALIST/LESTER PARK, (BA) III, 4, 1.0, MILLER H.
 SPED SETTING III TEACHER/LESTER PARK, (BA) III, 6, TAYLOR H.
 LTS MATH TEACHER/DENFELD, (BA) III, 1, 1.0, ZSCHUNKE A.
 SPED SETTING III TEACHER/PIEDMONT, (MA) III, 6, 1.0,

EFFECTIVE DATES

01/12/2026
 01/12/2026
 01/20/2026
 01/20/2026

CERTIFIED LEAVES

SUNDELL, VICTORIA L

POSITIONS

Cert Leave Mid-Career Extension

EFFECTIVE DATES

02/25/2026 02/25/2027

CERTIFIED RETIREMENT

CHURCHILL, TIMOTHY J
 CORDLE, MICHELLE R
 ISBELL, PATRICIA S
 JACKSON, JODY R
 LAMPI, BARRY E
 RUHANEN, DOREEN S

POSITION

MATHEMATICS - ORDEAN-EAST MS
 SPED PSYCHOLOGIST - PIEDMONT ES
 ELEM READ INTERVENTIONIST - LESTER PARK ES
 GRADE 6 - ORDEAN-EAST MS
 CTE TRADE & INDUSTRIAL - DENFELD HS
 GRADE 2 - HOMECROFT ES

EFFECTIVE DATES

06/05/2026
 06/05/2026
 06/05/2026
 06/05/2026
 06/05/2026
 06/05/2026

NON-CERT APPOINTMENT

ALLEN, MEGAN C
 ANDERSON, JOSEPH A
 DAHLIN, LAUREN N
 FINCH-NEWKIRK, JULIA A
 HENDRICKS, JARED F
 LOGAN, KRISTINE V
 PETOLETTI, LAURIE K
 TREMBLE, JAKE F

POSITION

NUTRITIONAL SERVICE ASSISTANT/LAKEWOOD, 20/38WKS, \$15.99/HR, HINCHCLIFF I.
 SPED BW PARA-LTS/DENFELD, 33.75/38WKS, \$19.23/HR, HENDERSON R.
 HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, \$15.00/HR,
 SPED BUILDING WIDE PARA/LINCOLN PARK, 33.75/38WKS, \$20.19/HR, XIONG A.
 SPED PROGRAM PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.45/HR, HOLL D.
 SPED PROGRAM PARA LPN/EAST, 20.25/38WKS, \$28.35/HR, RIDDELL M.
 BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,
 FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$19.04/HR, CHRISTENSEN A.

EFFECTIVE DATES

02/02/2026
 01/28/2026
 01/16/2026
 01/08/2026
 01/13/2026
 02/02/2026
 02/02/2026
 01/12/2026

NON-CERT LEAVES

SMITH, BART D

POSITIONS

SCHOOL BUS DRIVER II

EFFECTIVE DATES

01/23/2026 01/26/2026

NON-CERT RESIGNATION

REAMER, BONNIE L

POSITION

HOURLY CAFE/PLAYGROUND MONITOR - PIEDMONT ES

EFFECTIVE DATES

01/20/2026



HR/BS Services Committee Monthly Fund Balance Report
February 9, 2026 Committee Meeting
BUDGET SUMMARY

2/5/2026 Percent spent

REVENUES	25-26		25-26		25-26		25-26				
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June			
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 49,807,590.77	\$ 18,022.35	\$ 87,676,793.99			36%		
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 2,513,164.67	\$ -	\$ 3,606,835.33			41%		
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,909,446.91	\$ -	\$ 1,956,753.09			49%		
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 3,439,530.40	\$ -	\$ 4,747,964.60			42%		
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 643,705.53	\$ -	\$ 1,330,939.36			33%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 2,197,239.70	\$ -	\$ 25,660,061.30			8%		
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00			0%		
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 667,672.72	\$ -	\$ 292,163.28			70%		
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 233,888.83	\$ -	\$ (123,398.83)			212%		
REVENUES	TOTALS:	\$ 186,118,820.00	\$ 186,898,374.00	\$ 61,412,239.53	\$ 18,022.35	\$ -	\$ 125,468,112.12		33%		

EXPENSES	25-26		25-26		25-26		25-26				
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June			
General	1	\$ 128,594,794.07	\$ 129,428,839.95	\$ 70,296,248.20	\$ 3,511,584.97	\$ 55,621,006.78			57%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 2,778,912.22	\$ 1,880,376.91	\$ 1,436,174.87			76%		
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 5,260,209.88	\$ 380,562.98	\$ 2,223,427.14			72%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 3,862,125.93	\$ 53,380.57	\$ 3,809,688.36			51%		
Operating Captial	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 4,780,724.16	\$ 1,051,005.35	\$ (183,004.62)			103%		
Building Construction	6	\$ -	\$ -	\$ 4,996,062.67	\$ 19,807,166.85	\$ (24,803,229.52)					
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 27,394,084.69	\$ -	\$ 435.31			100%		
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00			0%		
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 792,879.07	\$ -	\$ 232,668.93			77%		
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 172,588.36	\$ 38,574.98	\$ 542,302.51			28%		
EXPENSES	TOTALS	\$ 184,706,094.96	\$ 186,206,799.55	\$ 120,333,835.18	\$ 26,722,652.61	\$ -	\$ 39,150,311.76		79%		

Extra Curricular Fund 01 Prog 298
Revenue \$ 354,130.35
Expense \$ 324,436.08

**Fundraisers Reported
January 2026**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
East	Debate Team	\$1,300.00	Bagging Groceries - Lakeside Super One
Lakewood	Schoolwide	\$400.00	Spirit Wear - We have a Spirit Wear Store Opening with all Lakewood Gear. They have agreed to give us 10% of our profits which would go into our student activities account.
Laura MacArthur	5th grade Wolf Ridge	\$800.00	Selling Duluth Coffee Company coffee
Lester Park	Schoolwide	\$27.30	Box Tops
Lester Park	Current 4th grade-- fundraising for fall 26 5th grade Wolf Ridge Trip	\$2,200.00	This fundraiser opportunity will be taking place in the spring of 2026 by the current 4th graders. Our trip to Wolf Ridge is on the calendar for September 23-25th. Families will have time to plan for the cost. Each scholar choosing to do the fundraiser are not required to find sponsors for every letter. Whatever they fundraise 100% will go towards their cost.
Lincoln Park	6th grade classes	\$500.00	Chick-Fil-A community fundraiser

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP 340 PROFESSIONAL AUDITING SERVICES**

Date: February 4, 2026

RFP is for professional auditing services for the Finance Department of the district.

Seven (7) potential vendors were emailed a copy of the RFP. It was advertised in the Duluth News Tribune for two weeks consecutively and available on the ISD709 district website with three (3) vendors responding resulting in the following:

<u>VENDOR</u>	<u>TOTAL</u>
LB CARLSON	\$109,775.00 (FIRST YR)
ABDO	\$102,300.00 (FIRST YR)
DELOITTE	NO RESPONSE
GRANT THORNTON, LLP	NO RESPONSE
KPMG, LLP	EMAILED REGRETS
RSM US, LLP	NO RESPONSE
WIPFLI, LLP	NO RESPONSE

Sheila Stevens, Finance Manager and Simone Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance, compared performance ability and best value overall.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by LB CARLSON for the amount of \$109,775.00.

Program: Finance

Fund Custodian: Simon Zunich, Executive Director of Business Services

Kelly Durick Eder, Board Chair

Date: February 4, 2026

BID TAB FOR RFP #340 PROFESSIONAL AUDITING SERVICES

<u>VENDOR</u>	<u>AMOUNT</u>
LB CARLSON	\$109,775.00 (FIRST YR)
ABDO	\$102,300.00 (FIRST YR)

Awarded Vendor: LB CARLSON

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **RFP 341 DISTRICT CAPACITY STUDY**
Date: February 4, 2026

The RFP is for vendors interested in providing a District Capacity Study for future budgets, enrollment and various other items over the next ten (10) years.

The RFP criteria was shared with Five (5) vendors, it was advertised in the Duluth News Tribune for two weeks consecutively and it was available on the ISD709 district website with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
TEAMWORKS	\$39,425
K12 COALITION	\$76,560
MGT	\$87,873
WOOLPERT	NO RESPONSE
THE MORRIS LEATHERMAN COMPANY	NO RESPONSE
ICS	EMAILED REGRETS
NEXUS	NO RESPONSE

Superintendent John Magas and Simon Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by Teamworks for the amount of \$39,425.

Program: Superintendent

Fund Custodian: John Magas

Date: 02.03.26

BID TAB FOR RFP #341 DISTRICT CAPACITY STUDY

<u>VENDOR</u>	<u>AMOUNT</u>
TEAMWORKS	\$39,425
K12 COALITION	\$76,560
MGT	\$87,873

Awarded Vendor: TEAMWORKS

INDEPENDENT SCHOOL DISTRICT NO. 709
 Duluth Public Schools
 709 Portia Johnson Drive
 Duluth, MN 55811
 218-336-8907

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services
FROM: Cathy Holman, Purchasing Coordinator
SUBJECT: RFQ – 4409 Homecroft Media Furniture
DATE: January 15, 2026

Request for proposals of new media furniture for the Homecroft Elementary site were sent to four (4) vendors.

Three (3) responses were received with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
School Specialty	\$41,157.38
Virco	\$61,516.14
Demco	\$66,294.20
Innovative	NO BID (LATE)

Bryan Brown and Heather Nordwall from the Facilities Department reviewed the responses.

Facilities Manager, Bryan Brown recommends accepting and awarding the RFQ #4409, meeting specifications as timely submitted by School Specialty.

PROGRAM: Facilities

FUND CUSTODIAN: Homecroft PTA

RFQ #4409 BID TAB FOR HOMECROFT MEDIA FURNITURE

School Specialty	\$41,157.38
Virco	\$61,516.14
Demco	\$66,294.20
Innovative	NO BID (LATE)

Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

Report Identification

Field	Information
Department/Program Name:	1 st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	2-2-2026
Date of Board Meeting:	

Summary Report

I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1st Street Building (former DNT building located at 424 W 1st St Duluth, MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District-Wide Staff
- ECSE
- Early Childhood
- District Testing/Screening
- Community Education
- ALC/ AEO – Middle School and High School
- Adult Education

The goal is to complete construction in the summer of 2026.

II. Key Actions & Activities (What have we done recently?)

Construction on the 2nd floor continues to make great progress, including interior drywall installation, 75% complete, and drywall taping, 30% complete. The Electrical, Mechanical, and Plumbing rough-in inspections for the second phase of the 2nd floor, scheduled for January 9th, have all passed.

The first coat of paint for the walls and door frames started on the 2nd floor. Construction on the 1st floor has also started, and framing installation is 50% complete. Mechanical, Electrical, and plumbing rough-in have been ongoing as well on the 1st floor.

Construction activities:

1. Material procurement is ongoing.
2. Demolition is complete.
3. Interior wall framing, drywall construction, door frame installation, and electrical and mechanical rough-in are ongoing on the 1st and 2nd floors.
4. Structural steel for the 1st floor infills has been procured, with installation underway.
5. Interior painting and ceiling grind construction has started on the second floor.

III. Outcomes & Results (What was the impact?)

1. The construction schedule remains on track to complete the project in the summer of 2026.

IV. Next Steps & Future Focus (What is planned for the future?)

1. Construction Progress:
 - a. Steel decking/concrete and masonry walls to follow structural steel erection.
 - b. Interior Construction will continue on the 1st floor and 2nd floor.
 - c. Periodic inspections from the city are ongoing.
 - d. Carpet installation on the 2nd floor starts in late March.

2. The construction budget is updated monthly with the submission of the pay application.

Summary:

- a. Total Budget \$15,724,044.
- b. Cost to date: \$3,374,876.
- c. Contingency Remaining: \$221,009.
- d. FF&E Remaining: \$250,000.

F. Current Project Photos



Drywall Installation



Structural Steel Erection



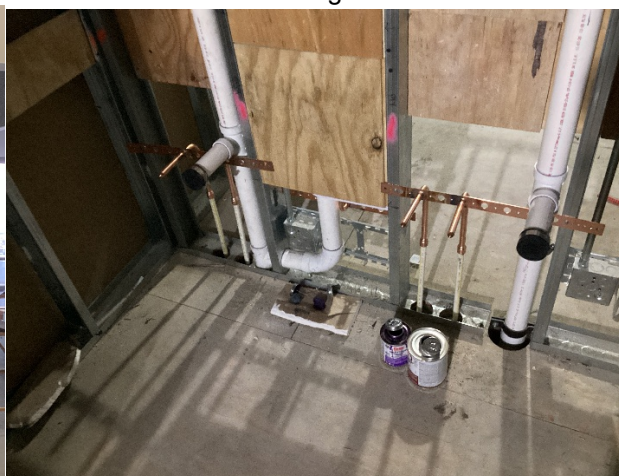
Mechanical Heating Lines



Wall Painting



Wall Painting



Restroom Rough-in

**Expenditure Contracts Signed
January 2026**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

Name	Amount*	Contract Source**	Description
VIA Actuarial Solutions	\$13,100.00*	Business Services (DU)	GASB 75 Actuarial Services for Duluth Public Schools. VIA Actuarial Solutions helps organizations understand and manage their pension and healthcare financial risks
Ricky DeFoe	\$1,000.00*	TLE (DR)	Providing four presentations of American Indian Culture on 1/16/26 at EHS
Jeffery Melton	\$600.00*	TLE (DR)	Providing four presentations of American Indian Culture on 1/16/26 at EHS
Anthony Nold	\$2,000.00*	Early Childhood (DR)	Nine, one-hour classroom lessons between the dates of 1/20/26 – 5/29/26. One family event per building as the showcase/goodbye
Lyric Opera of the North	\$750.00*	Homecroft ES (DU)	LOON performance at Homecroft Elementary School
Lyric Opera of the North	\$750.00*	Stowe ES (DU)	LOON performance at Stowe Elementary School
School Mate	\$531.50	Lester Park ES (DR)	2026/27 School Planners
Robert Giuliani	\$12,000.00*	Denfeld HS (DR)	CTE Culinary Instructor at DHS
Tina Weber	\$1,500.00*	Denfeld HS (DU)	DHS Choir Piano Accompaniment

Kylee Stroble	\$500.00*	Denfeld HS (DU)	DHS Choir Services
Anthony Ferguson	\$477.00*	Denfeld HS (DU)	DHS Drama Choreography
George Swanson	\$3,600.00*	East HS (DU)	EHS Holiday Concert Services
Ballfrog	\$4,500.00	East HS (DR)	Activities management system that will professionalize presence to the public, improve communication from all our activities, and limit outside entities from posting to team sites



November 21, 2025

Simone Zunich
 Executive Director of Business Services
 Duluth Public Schools
 709 Portia Johnson Drive
 Duluth, MN 55811

Re: Engagement Letter for GASB 75 Actuarial Services – Duluth Public Schools

Dear Simone:

Thank you for this opportunity to provide GASB 75 Other Postemployment Benefit (OPEB) actuarial services to Duluth Public Schools (the District). This letter documents the services we will provide for the District's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Duluth Public Schools (hereafter "District" or "you" or "yours" or "Client") and the Duluth Public Schools retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

A handwritten signature in black ink that reads "Emily Erickson".

Emily A. Erickson, FSA, MAAA, FCA
 Consulting Actuary

L/D/C/R: 3/sak/eae

Scope of Services

The GASB 75 accounting rules require a “full” actuarial valuation every two years, while a simplified roll-forward report is required in the “off years”. Our proposed scope and fees outlined below include both the “full” and roll-forward valuation reports.

Services Provided	Fixed Fee
FYE 2026 “full” GASB 75 actuarial valuation report	\$10,000
FYE 2027 GASB 75 roll-forward valuation report	\$3,100

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2026, our hourly rates are \$165 to \$265 for actuarial analysts and managers and \$365 to \$425 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the District’s financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2028 and each year thereafter. VIA will propose inflationary adjustments to the District before beginning work on the FYE 2028 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.



Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

Terms and Conditions *(continued)*

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning July 1, 2025 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Minnesota Actuarial Disclosure

VIA Actuarial Solutions is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 75 OPEB reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our OPEB work with the District along with our LCPR assignment.

Acknowledgement and Consent

The undersigned authorized representative of Duluth Public Schools (the District) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the District to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement. I also expressly agree to VIA Actuarial Solutions' ongoing work for us as well as their LCPR assignment.

Date: Jan 20, 2026

By Simone Zinich

Title Exec. Dir. Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 01/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective 01/09/2026, 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.

Ricky DeFoe will provide 4 presentations of American Indian Culture on 01/16/2026 at East High School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$1000.

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 the 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: Annemarie Schilling , 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 Ricky DeFoe at 704 Ishpeming Road, Cloquet, MN 55720

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Andy W. DeFoe [REDACTED] 01/09/2026
Contractor Signature SSN/Tax ID Number Date

[Signature] 01/13/24
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Simone Zunic 1/14/26
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 01/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, 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 01/09/2026, 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.

Jeffery Melton will participate in 4 presentations of American Indian Culture on 01/16/2026 at East High School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$600.

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 the 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: Annemarie Schilling , 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 Jeffrey Melton at 704 6264 E. County Road A, Solon Springs, WI 54873.

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jeffrey Miller _____ 1/13/26
 Contractor Signature SSN/Tax ID Number _____ Date

[Signature] _____ 1/13/26
 Program Director _____ Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunic _____ 1/14/26
 CFO / Superintendent of Schools / Board Chair _____ Date

AGREEMENT

THIS AGREEMENT, made and entered into this 09 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Nold, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Schedule nine, 1 hour classroom lessons in each classroom (2 classrooms-total of 18 hours) between the dates of January 20, 2026-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 09, 2026, and shall remain in effect until June 05, 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.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and in performing said obligations up to a sum not to exceed \$2000.00 in artist fees.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Anthony Nold,

5725 Highland St, Duluth MN 55807

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

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

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

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

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

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

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

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

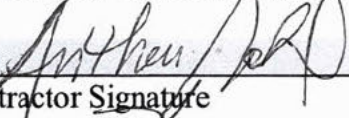
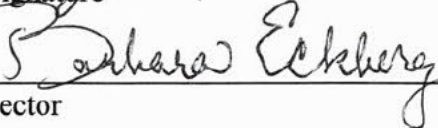
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 01/09/26

 Program Director _____ Date 2-13-26

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

This contract is funded by either:

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

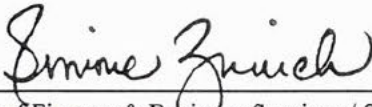
Please check the appropriate line below:

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

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 1/22/26

LYRIC OPERA OF THE NORTH

January 16, 2026

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Homecroft Elementary School.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Homecroft Elementary School in Duluth, in the school gymnasium, on Tuesday, February 24, 2026.** This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

8:00 a.m. LOON loads into the performance space at school.

8:30 a.m. Begin rehearsal with the student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:15.m. Audience takes their places.

9:20 a.m. Performance and Q&A.

10:10 a.m. END of performance, LOON loads out.

10:40 a.m. Gym is empty.

1. Music Teacher agrees to **prepare on-stage chorus of no more than 16 student singers***, from which you will **assign 2 students with speaking roles** (Soldier and Justice of the Peace) to appear in this performance. Speaking roles should come from the singing chorus. *If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: **please check to see if gym fans can be turned off.** This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. Checks made payable to Lyric Opera of the North are preferred. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.

LYRIC OPERA OF THE NORTH

- 6. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
- 7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
- 8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

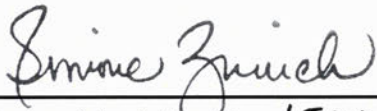
We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



1/1/2026

Sarah Lawrence
General Artistic Director

Date



1/20/26

Principal or Music Teacher / Exec. Dir. Business Services

Date

INVOICE

Lyric Opera of the North
506 W Michigan St
Duluth, MN 55802

info@loonopera.org
+1 (218) 464-0922
www.loonopera.org



Bill to
ISD 709 - Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Ship to
ISD 709 - Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Invoice details

Invoice no.: 2309
Terms: Net 30
Invoice date: 01/10/2026
Due date: 02/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/24/2026	Fees	One Little LOON performance of Elixir of Love	1	\$750.00	\$750.00

Total **\$750.00**

Note to customer
Thank you!

LYRIC OPERA OF THE NORTH

January 16, 2026

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Stowe Elementary School.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Stowe Elementary School in Duluth, in the school gymnasium, on Friday, February 13, 2026**. This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

8:00 a.m. LOON loads into the performance space at school.

8:30 a.m. Begin rehearsal with the student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:15.m. Audience takes their places.

9:20 a.m. Performance and Q&A.

10:10 a.m. END of performance, LOON loads out.

10:40 a.m. Gym is empty.

1. Music Teacher agrees to **prepare on-stage chorus of no more than 16 student singers***, from which you will **assign 2 students with speaking roles** (Soldier and Justice of the Peace) to appear in this performance. Speaking roles should come from the singing chorus. *If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: **please check to see if gym fans can be turned off**. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. Checks made payable to Lyric Opera of the North are preferred. **The cost of the performance is \$750.00**. Payment can be made at any time from now until the day of the performance.

LYRIC OPERA OF THE NORTH

6. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

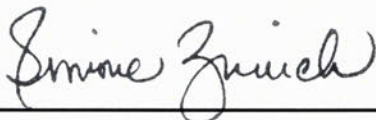
We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



1/1/2026

Sarah Lawrence
General Artistic Director

Date



2/3/26

Principal or Music Teacher

Date

26/27 PLANNER QUOTE



Order online, or complete, sign, and email order form to purchaseorders@schoolmate.com, or fax to 800-570-1767. Call 800-516-8339 with questions. Phone orders not accepted.

For Office Use Only - 1/26/2026
 Order # _____
 Date Rec'd _____
 Quote # PQ01302699656

School Name LESTER PARK ELEMENTARY
 District Name DULUTH ISD 709
 Contact Name TRACY THOMPSON Title ADMINISTRATIVE ASSISTANT
 School Mailing Address 5300 GLENWOOD ST
 City, State, Zip DULUTH, MN 55804
 Ship Address (if different, No PO Boxes) 5300 GLENWOOD ST
 Ship City, State, Zip DULUTH, MN 55804
 School Ph 218-336-8875 Fax 218-336-8879
 Cell Ph 218-336-8875 Alt Ph _____
 Email (required) Tracy.thompson@isd709.org

Proof Contact (Provide ALL contact info)
 Name Approved Online Fax _____
 Cell Ph _____ Alt Ph _____
 Home Email (required) _____
 Work Email (required) _____

Bill Attention to: ACCOUNTS PAYABLE
 PO# (opt.) _____ Invoice Us
 Pay by credit card, go to schoolmate.com.

Signature Required Below

Please send me email updates, reminders, and special offers from School Mate®

A CHOOSE PLANNER - Check only 1 product code below. Submit extra order form(s) for additional product(s).											B QUANTITY	
PLANNER TYPE	Kindergarten	Primary	Elementary	Middle School	Navigator	High School	Dated Agenda	Undated Agenda	Classic	Scholar	# Student Planners.....	
Value Planners	<input type="checkbox"/> KGA	<input type="checkbox"/> PRA	<input type="checkbox"/> ELA	<input type="checkbox"/> MSA	<input type="checkbox"/> NVA	<input type="checkbox"/> HSA	<input type="checkbox"/> AGA	<input type="checkbox"/> UDA	<input type="checkbox"/> CLA	<input type="checkbox"/> SRA	105	
Custom Planners	<input type="checkbox"/> KGB	<input type="checkbox"/> PRB	<input type="checkbox"/> ELB	<input checked="" type="checkbox"/> MSB	<input type="checkbox"/> NVB	<input type="checkbox"/> HSB	<input type="checkbox"/> AGB	NA	<input type="checkbox"/> CLB	<input type="checkbox"/> SRB	# Teacher Editions (TE) + ...	
Custom with Handbooks	<input type="checkbox"/> KGC	<input type="checkbox"/> PRC	<input type="checkbox"/> ELG	<input type="checkbox"/> MSC	<input type="checkbox"/> NVC	<input type="checkbox"/> HSC	<input type="checkbox"/> AGC	NA	<input type="checkbox"/> CLC	<input type="checkbox"/> SRC	105	# Total Planners (TP) = ...

C VALUE PLANNERS - See Price Chart C
 \$ _____ x Total Planners (TP) (25 min. order, 60 min. for UDA) ... = \$ _____
 KGA PRA ELA MSA NVA HSA AGA UDA CLA SRA
 Continue on to sections H and I.

D CUSTOM PLANNERS (with or without Handbooks) - See Price Chart D
 \$ 3.70 x Total Planners (TP) (60 min. order) ... = \$ 388.50
 KGB KGC PRB PRC ELB ELG MSB MSC NVB NVC HSB HSC AGB AGC CLB CLC SRB SRC
 Continue on to sections E, F, G, H, and I.

E COVERS - For Custom Planners only. Select a cover design and complete the Cover Wording (also indicate if years are to be printed) and Mascot below.

- Poly-Pro™ Cover with school name/mascot in black ink: Design #P- _____ FREE
- Full-Color Agenda Cover - For AGB and AGC only with school name/mascot in black ink: #FC- _____ FREE
- Religious Cover with school name/mascot in black ink: #R- _____ FREE
- One-Color Cover - Indicate 1 standard ink: _____ FREE
 #C _____ Repeat last year's; change year Own design
- Multicolor or Photo Cover - Indicate 2 standard inks: _____ TP x 25¢ = \$ 40.00
 #T _____ Repeat last year's; change year Own design
 Photo Cover #F _____; Own photo OR Photo mascot # _____ Repeat last year's design; change year
 Cover Wording: _____ print 2026-2027
 Mascot: Online mascot # _____ Own mascot Repeat last year's mascot
- Custom Back Cover Own design Repeat last year's Solid - standard ink: ROYAL-286 TP x 25¢ = \$ 40.00
 Custom Inside Back Cover (only available with Custom Back Cover) Own design Repeat last year's TP x 25¢ = \$ _____
 (\$40 minimum)

F OPTIONS & TEACHER AIDS - For Custom Planners only. All options ordered will be included in both Student Planners and Teacher Editions.

- Only options available for AGB & AGC are 4, 5, and 6. Only option available for CLB, CLC, SRB & SRC is 6.
- Hall Pass Sheet ... TP x 12¢ = _____
 - Year-Rnd. Suppl. TP x 25¢ = _____ → bind in: front of planner back of planner
 - Char. Ed. Suppl. ... TP x 40¢ = _____
 - Vinyl Pouch. TP x 30¢ = _____
 - Planning Stickers ... TP x 25¢ = _____
- Options 1-5 Total _____
- Inserts IN1 IN2 IN3 IN4 ... #Total Inserts _____ x 25¢ x TP = \$ _____
- Options for Teacher Editions (TE) only - will be placed in all TEs ordered.
-
- Grade Records. TE x 85¢ = _____
-
- Lesson Plans (NA for HSB, HSC, SRB, or SRC) TE x 85¢ = _____

G HANDBOOK PAGES - For Custom Planners only.

Note: 1 page is 1 side of a sheet of paper. # Total Custom Pages _____ x 4¢/page (3¢ for HSC, SRC & AGC) x TP = \$ _____
 Repeat last year's pages Press-ready pages enclosed PDF uploaded

H EXTRAS - Available for ALL planners & agendas (Value and Custom).

-
- Page Marker Rulers - Must order for all, no partials. TP x 20¢ = \$ _____
-
-
- Wall Charts - 5 wall charts per case (must order by full case). #cases _____ x \$35 = \$ _____

Order will not be processed without a signature.
 Sign Here Ermine Zunic Date 2/2/26
 By signing, you agree to School Mate's Terms & Conditions

I SHIPPING & ORDER TOTALS

Subtotal = \$ 468.50
 RUSH Production - 4 weeks (Custom Planners only) - add 20% (\$75 min.) = \$ _____
 Shipping - (AK, HI, APO, FPO call for pricing) 48 states. 60¢/planner = \$ 63.00
 Pretax Total = \$ 531.50
 State Tax Customer must provide tax exempt form upon ordering, or customer will be responsible for paying sales tax. = \$ _____
 Delay Ship (opt.): Apr 24 May 8 June 12 July 10 July 17
 July 24 July 31 Aug 7 Aug 14 Aug 21 Aug 28

531.50
TOTAL

Special Instructions: Please attach if you have any.

You have a tax exempt certificate on file for us already.

Quote prepared by: WEB Valid until: 5/6/2026

2026-2027 Planner Pricing & Delay Shipping

CHART C. Value Planner Pricing

Quantity	25+	50+	100+	250+	500+	1000+	
KGA PRA ELA MSA NVA	Price	4.15	3.65	3.40	3.35	3.30	3.20
	Price w/ discount*	3.90	3.40	3.15	3.10	3.05	2.95
HSA	Price	3.90	3.40	3.15	3.10	3.05	2.95
	Price w/ discount*	3.65	3.15	2.90	2.85	2.80	2.70
CLA	Price	3.90	3.40	3.15	3.10	3.05	2.95
SRA	Price	3.65	3.15	2.90	2.85	2.80	2.70
AGA	Price	3.45	2.95	2.70	2.65	2.60	2.55
UDA	Price	2.25 per agenda (60 minimum order)					

*Order and ALL material must be received by May 6, 2026 to qualify.

CHART D. Custom Planner Pricing

Quantity	60+	100+	150+	250+	500+	750+	1000+	1500+	2000+		
KGB PRB ELB MSB NVB	KGC PRC ELC MSC NVC	Price	4.90	3.95	3.85	3.70	3.55	3.45	3.40	3.35	3.30
		Price w/ discount*	4.65	3.70	3.60	3.45	3.30	3.20	3.15	3.10	3.05
HSB	HSC	Price	4.60	3.65	3.55	3.40	3.25	3.15	3.10	3.05	3.00
		Price w/ discount*	4.35	3.40	3.30	3.15	3.00	2.90	2.85	2.80	2.75
CLB	CLC	Price	4.65	3.70	3.60	3.45	3.30	3.20	3.15	3.10	3.05
SRB	SRC	Price	4.35	3.40	3.30	3.15	3.00	2.90	2.85	2.80	2.75
AGB	AGC	Price	4.05	3.10	3.05	3.00	2.90	2.80	2.75	2.70	2.65
TB QB	TC QC	Quantity	100+	150+	200+	250+	300+	400+			
		Price	5.80	4.30	3.60	3.55	3.25	2.75			

School Events Agendas must be ordered online.

*Order and ALL material must be received by May 6, 2026 to qualify.



Order Early • Save Money • Ship Later

Save time and get immediate pricing with our easy online quote calculator at schoolmate.com.

Delay shipping information applies to both planners and folders.

WHAT IS A DELAY SHIP DATE? A delay ship date allows you to specify when you want your order to ship. We will produce your order upon receipt, and if your order is complete before the chosen delay ship date, we will hold the order and ship it on the date requested. If your order was not placed in time to allow for the full production schedule and you chose a delay ship date, the order will ship upon completion after the delay ship date.

SCHOOL CLOSED FOR SPRING BREAK OR SUMMER BREAK? Order early and choose a delay ship date to ensure someone is at the school to receive the shipment. This will save you from incurring additional shipping charges if the order is returned to us by the carrier.

NEED YOUR INVOICE DATED AFTER A SPECIFIC DATE? Choose a delay ship date, and we will ship and invoice your order on the requested delay ship date. Please allow for production time when ordering.

IS A DELAY SHIP DATE A DELIVERY DATE? No. A delay ship date is the date you would like your order to leave our facility upon completion. Shipping time is an additional 2–8 business days for orders shipped within the 50 states. Please note that a delay ship date is not a receive date.

WANT TO TAKE ADVANTAGE OF OUR EARLY ORDERING, BUT CANNOT GET A PO UNTIL JULY? Place your order early and select a delay ship date. We will complete your order, and then wait to ship it until the requested delay ship date. We will invoice your order at the time of shipping. Payment is not due until Sept. 1, 2026 (some exclusions apply). See our delay ship dates below.

2026 DELAY SHIP DATES: April 24 • May 8 • June 12 • July 10 • July 17 • July 24 July 31 • August 7 • August 14 • August 21 • August 28

Order online or get a quote: schoolmate.com/ordering

Email Order Form:
purchaseorders@schoolmate.com

Fax Order Form:
800-570-1767

Mailing Address:
School Mate
PO Box 2110
Kearney, NE 68848-2110

Call for Quote*:
(Phone orders not accepted)
800-516-8339
Mon-Fri, 8-5 CST

Upload Custom Material: uploader.schoolmate.com/#/customer/new

*School Mate must receive a signed order form or an online order. We do not accept phone orders.
Download an order form at schoolmate.com/downloads/porder.pdf.

Use our online quote calculator today!

2026-2027 Planner Terms & Conditions

Early Order Discount

- **Save 25¢ per planner if we receive your order by May 6, 2026.** See prices on p. 20. Discount does not apply to Classic & Scholar Planners, Agendas, or School Events Agendas, and cannot be used with other discounts or on reorders after the deadline.
- **IMPORTANT:** ALL material (mascot/logo, handbook pages, cover, etc.) must be received to begin processing the order. Incomplete orders do not qualify, and discount will be invalidated if material arrives late or changes are made after May 6, 2026.

Ordering

- School Mate® agrees to produce planners in accordance with information furnished on the order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish a completed, **signed** order form and all material to be produced in the Customer's planners, including handbook pages, mascot, and other material with no subsequent changes. The Customer specifically representing the submitting organization is at least 18 years old and is fully authorized to sign this application as agent on behalf of the organization.
- Order online at schoolmate.com/ordering, or email a complete, signed order form to purchaseorders@schoolmate.com or fax to 800-570-1767. Phone orders not accepted.
- A submitted order constitutes a binding Contract between School Mate and the Customer. No other statements or oral agreements are binding.
- We recommend ordering extra to account for unexpected enrollment, transfer students, and lost planners/agendas. Reordering more planners/agendas later may cost more.
- If Customer's organization requires a PO, the Customer is responsible for providing it and notifying their purchasing department of changes that may affect the PO. School Mate's terms supersede any terms from a PO or written bid.
- If order must be delivered by a specific date, the Customer is responsible for placing the order on time and for charges incurred if the order is refused due to PO expiration.
- Orders outside the USA are not accepted, except for orders from schools with APO and FPO addresses. School Mate reserves the right to deny orders from individuals, retailers, non-educational parties, or others for just cause.
- Supplies are limited, School Mate reserves the right to substitute front & back covers.
- Multiple orders cannot be combined for volume discounts.
- Customer warrants that releases have been obtained to reproduce any copyrighted or trademarked material submitted with order. If Customer furnishes custom material, Customer shall hold School Mate and its subsidiaries harmless against claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise, because of the manufacture, use, marketing, or sale of planners.

Reorders

- A reorder is a subsequent order requesting planners/agendas for the same school year. Contact School Mate if you need to place a reorder.
- Custom Planner and Agenda reorders require a minimum of 25. Value Planner and Agenda reorders require a minimum of 10. Undated Agenda reorders require a minimum of 60. School Events Agenda reorders require a minimum of 100.

Payment

- Orders will be invoiced upon shipping. Payment from schools or school districts is due Sept. 1, 2026. Payment terms for orders shipped after Sept. 1, 2026 is Net 30. Accounts 30 days past due will be charged 1.33% interest per month (16% annum) or maximum allowed by law. The Customer is liable for any collection fees incurred. School Mate reserves the right to require prepayment. All prices are based on USA currency.
- Delayed shipping and invoicing are available.
- If order is canceled, the Customer is liable for any costs in preparation or production of the order.
- Customers must submit a valid tax-exempt form before invoicing. Without it, sales tax will be added and must be paid. The amount may change upon verification.

Free Proof

- Proofs are emailed for material that requires design. Proofs are not sent for press-ready handbooks.
- Provide a proof contact person and contact info (phone/email), or order will be delayed. Proofs are emailed after order is received if proof was not approved upon ordering. Customer must approve the proof within 3 business days to avoid delays.
- Overlooked errors or material inadequately submitted by the Customer are considered Customer errors.

Production

- Production begins the day **after** the completed, **signed** order form and all material is received. Delayed material will delay production and ship date.
- Normal or Rush Production time does not include weekends, holidays, or shipping time. **See chart below.** Normal Production time is **estimated** as seasonal demands, shortages, or any other reasonable causes can affect it.
- School Mate is not responsible for requested changes after the book is in process. Changes to orders or production halts will incur charges and delay shipping.

Value Planners/Agendas & Undated Agendas

KGA, PRA, ELA, MSA, NVA, HSA, CLA, SRA, AGA, UDA

Production Time.....1–2 weeks

Custom Planners/Agendas – KGB, KGC, PRB, PRC, ELB, ELC, MSB, MSC, NVB, NVC, HSB, HSC, CLB, CLC, SRB, SRC, AGB, AGC, TB, TC, QB, QC

RUSH Production.....4 weeks

*Normal Production.....6 weeks

RUSH orders incur a 20% upcharge on the subtotal (\$75 min.). All material must be stock items or press-ready if custom.

NOTE: Orders ship once completed; however, earliest orders ship spring 2026. If necessary, choose a delay ship date to ensure someone can receive the order. Check your school calendar.

*Orders may require 6–9 weeks for Normal Production due to heavy demand.

Shipping

- Allow 2–8 business days for delivery within the 50 states. For APO and FPO orders, allow approx. 6–12 weeks (USPS does not guarantee a service commitment for APO and FPO addresses).
- All orders within the 50 states ship via UPS ground or truck from Kearney, NE. APO and FPO orders ship via standard post. To prevent shipping delays, School Mate reserves the right to deny Customer-specified carriers or accounts. Shipping charges within the contiguous USA are 60¢ per book. AK, HI, APO, and FPO orders cost extra; call for charges.
- Orders must be shipped to a school or school district address.
- UPS will deliver to the door only. Truck drivers are not required to unload. The Customer may be responsible for unloading items.
- Choose a delay ship date, if needed, to ensure someone is available to receive order (not available for APO/FPO orders). If order is returned to School Mate because no one was available to receive the order, or if freight is rerouted, the Customer is liable for extra charges.
- Books cannot be returned for any reason.
- Defective books, not due to shipping damage, must be reported to School Mate within 90 days of ship date. School Mate reserves the right to repair, replace, or credit defective books. Book damage due to shipping or any other shipment issues must be reported within 7 days. The Customer must retain all packaging, including boxes, for a claim to be made.
- School Mate is not responsible for delays in shipping or receipt of order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond School Mate's control.

AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 12/1/25 and shall remain in effect until 3/31/26, 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.** CTE Culinary Instructor at Denfeld HS

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$40.05 hourly and \$12,000.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Robert Giuliani - 2519 W Skyline Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

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

 (Feb 4, 2026 14:31:06 CST)  Feb 4, 2026

Contractor Signature SSN/Tax ID Number Date
 2/4/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	215	365	830	305	252
XX	X	XXX	XXX	XXX	XXX	XXX

 2/4/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of December, 20 25, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Weber, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ~~October 15, 2025~~ NOV. 1 2025 and shall remain in effect until June 15th 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 35 hourly and \$ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

Tina Weber

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

* 219 N. Cloquet Rd. E., Duluth, MN 55810

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[Handwritten Signature]

[Redacted]

12/12/2025

Contractor Signature

SSN/Tax ID Number

Date

Rachel Lopez

12/10/25

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	245	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Handwritten Signature]

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

1/8/26

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of September, 20 25, by and between Independent School District #709, a public corporation, hereinafter called District, and * Kylee Stroble, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of 11/1/25 and shall remain in effect until 6/12/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30 hourly and \$500 in total.

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

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

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

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

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

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

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

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

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

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

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

X Kylee Stroble, 131 N 21st Ave E Floor 2, Duluth, MN 55812

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

X  [REDACTED] 12/12/25
 Contractor Signature SSN/Tax ID Number Date

Racine Lofald 12/12/25
 Program Director Date

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

This contract is funded by either:

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

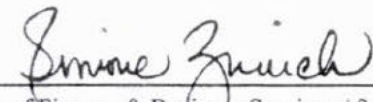
Please check the appropriate line below:

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

01	E		715	798	000	305	432
XX	X		XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

 1/8/26
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Ferguson, an independent contractor, hereinafter called Contractor.

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

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

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

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 477 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
315 N. Lake Ave. Apt. 212, Duluth, MN 55806

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of Jan, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and George Swanson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept. 2025 ~~2024~~ and shall remain in effect until 12/31/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included) 2025 EHS Holiday Concert Services

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,600 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 7985 Swan Lake Rd, Culver MN 55779.

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

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

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

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

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

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

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

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

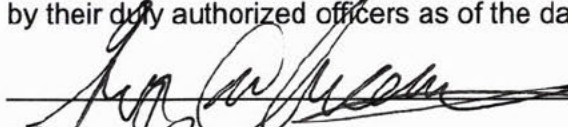
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

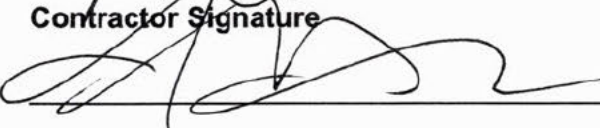
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature


 SSN/Tax ID Number

1-22-26
 Date


 Program Director

1/27/26
 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	220	298	000	305	433
XX	X	XXX	XXX	XXX	XXX	XXX


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

1/28/26
 Date

Ballfrog Subscription Agreement

Customer: Duluth East High School

Key Contact: Bill Zwak, billzwak@yahoo.com, 218-428-3981

Accounting Contact: Bill Zwak, william.zwak@isd709.org

Address: 301 N. 40th Ave. E., Duluth, MN, 55804

Date: Wednesday, January 21, 2026

Strategic One-Time Setup Fee

\$495, due upon execution of this Agreement.

Year 1 Prorated Subscription

\$1,875, covering service from February 1, 2026 through June 30, 2026, due upon execution of this Agreement.

Year 2 Subscription

\$4,500 annual subscription fee, due July 1, 2026.

Year 3 and Each Year Thereafter

\$4,500 annual subscription fee, due July 1 of each year.

This Agreement is made and entered into by and between Ballfrog.com , LLC, a Tennessee LLC with principal offices in Nashville, Tennessee, hereinafter referred to as “Ballfrog”, and you, the “Customer” listed above, regarding your purchase and use of the Ballfrog platform, applications and services (collectively the “Services”), with those recipients of these Services being known as “Users”. This Agreement constitutes the entire agreement between Ballfrog and Customer regarding the Services and is subject to all of the pricing, schedules, and provisions herein.

**IMPLEMENTATION & SET UP FEE**

Ballfrog agrees to design, implement, and configure the Services according to Customer's unique operations. Below are the one-time charges associated with Customer's Implementation, Service Activation, and Training that will occur during the Implementation Period. Any additional requirements may be subject to additional fees.

<i>Description</i>	<i>Fee</i>
App Build, Design, & Publish	\$1,495.00
Website Build, Design & Publish	<i>Included</i>
Total One-Time Fees	\$1,495.00 \$495.00

ANNUAL SUBSCRIPTION FEE

<i>Description</i>	<i>Fee</i>
Branded Mobile App	\$4,000.00
Branded Companion Website	\$500.00
Total Subscription Fees	\$4,500.00

TERM OF AGREEMENT

The initial term for services shall be three (3) years. Thereafter, the agreement will automatically renew for additional one (1) year renewal terms unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the then-current term.

APPROVALS

This agreement is not valid until executed by a Ballfrog authorized signatory. Customer's signature below indicates that Customer has read, agrees to, and accepts this Agreement and the Customer Terms of Service contained herein and acknowledges our standard User Terms of Service available at <https://ballfrog.com/terms-of-service>. This Agreement may be executed in counterparts exchanged electronically. This offer will expire if not executed and returned by an authorized Customer representative 30 calendar days of the Date noted above.



Ballfrog.com, LLC

Customer

Name: Sean Cogan

Name: Simone Zunic

Title: Head of Sales

Title: Exec. Dir. Business Services

Signature: _____

Signature: Simone Zunic

Date: _____

Date: 1/28/26



CUSTOMER TERMS OF SERVICE

1. Payment Terms

1.1. Initial Fees. The one-time Implementation and Set Up Fees as well as the Annual Subscription Fees shall be due upon execution of this Agreement or as designated on the initial invoice.

1.2. Subscription Fees. Ballfrog will charge Customer via ACH for the Services. Annual subscription fees shall be due on the 1st day of the month of the anniversary of the execution of this Agreement and Customer agrees to pay such fees electronically via ACH or by check or credit card. Customer is responsible for paying all applicable taxes and fees.

1.3. Late Payment. Ballfrog will charge a late payment fee of 5% (five percent) monthly on any payment (not being reasonably disputed by the Customer) that is not received when due. Ballfrog is entitled to recover a reasonable amount (including attorneys' fees) expended in connection with the collection of fees not paid when due. Ballfrog may suspend or terminate the Services for non-payment of fees.

1.4. Change Fees. After both Apple and Google stores have approved the Customer's applications, should Customer request any design changes requiring a new submission of the technology to both the Apple and Google stores if requested by Customer and such requests are above and beyond the provided scope of the technology capabilities, Ballfrog will charge Customer for Services rendered upon written approval by Customer.

2. Technical Requirements

Because the Services are "cloud-based", Customer understands that in order to access and utilize the Services, Customer and Users will need their own dedicated high-speed internet access or other network connectivity. Ballfrog is not responsible for providing or maintaining this access or connectivity to Users or the Customer or for troubleshooting Customer's network or Customer Systems. Customer may be required to download and install Ballfrog software or mobile applications or access Ballfrog websites to use the Services. Because it is a cloud-based solution, enhancements and upgrades to the Services are made on a regular basis. Ballfrog may change the Services by adding or removing features without notice.

3. Intellectual Property & User License

Ballfrog agrees to provide Customer with a limited, personal, non-exclusive, non-transferable, non-sub-licensable license to use the Services in accordance with the terms of this Agreement. Customer may not use the software or websites for any purpose other than in connection with Customer's own use of the Services. All title to and rights in the software and websites remain with Ballfrog and/or its vendors and partners. Customer agrees not to take any action to interfere with these rights or otherwise gain unauthorized access to the intellectual property embodied in the software and websites.

4. Customer Data & Content

Customer understands that Ballfrog may collect, use, process and store information pertaining to Customer's account and use of the Services. Ballfrog acknowledges that Customer retains ownership of all such proprietary data and information, and Customer acknowledges that Ballfrog acts only as a passive conduit of such information. Ballfrog will not disclose such information to any third party except as necessary to maintain and provide the Services or as otherwise required to comply with applicable law. Customer is responsible for all files and content shared with Ballfrog via any integration, EDI, API, or other mechanism, and Customer agrees to not transmit unlawful information, viruses, or otherwise harmful content or information.





5. Termination

5.1. At Term. The period that you may access and use the Services shall include an initial contract period ("Initial Term") together with any and all subsequent renewal periods ("Renewal Terms"). The length of the Initial Term shall be as specified above. After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month Renewal Terms on each anniversary thereof, unless either party provides notice of non-renewal sixty (60) days prior to expiration of the then-current term.

5.2. For Cause. Customer agrees that BALLFROG may suspend or terminate Customer's access to the Services without notice if: (i) Customer's account is more than 60 days past due; (ii) Customer becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business; (iii) BALLFROG determines that Customer has violated this Agreement, or (iv) BALLFROG is required to do so by any court or government authority. If Customer's account is more than 60 days past due all of the amounts due under this Agreement shall become immediately due and payable.

6. No Warranties

CUSTOMER AGREES TO USE THE SERVICES AT ITS OWN RISK. CUSTOMER AGREES THAT BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY HARM OR DAMAGES THAT RESULT FROM CUSTOMER'S USE OF THE SERVICES. BALLFROG DOES NOT GUARANTEE THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CUSTOMER'S USE WITHOUT WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY. BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES DO NOT MAKE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR NON INFRINGEMENT.

7. Limitation of Liability

CUSTOMER AGREES THAT BALLFROG, AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGES ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES EVEN IF BALLFROG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT THE LIABILITY OF BALLFROG AND ITS SUPPLIERS, RESELLERS AND AFFILIATES TO CUSTOMER FOR ANY CLAIM WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO BALLFROG FOR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

8. Other Legal Terms

8.1. Compliance with Laws. Customer agrees to comply with all applicable laws and governmental regulations in connection with its use of the Services.

8.2. Indemnification. Customer agrees to indemnify, defend and hold BALLFROG free and harmless from any loss, cost, liability or damage, including attorneys' fees, which BALLFROG becomes liable for by reason of acts or omissions of Customer. BALLFROG will not be liable to Customer or any others for any loss or damages due to Customer's use of the Services.

8.3. Severability. If any provision in this Agreement is held to be invalid or unenforceable the remainder of this Agreement will be valid and enforceable.

8.4. Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of such right or provision.

8.5. Assignment. BALLFROG shall have the right to assign this agreement to an affiliate or successor entity, including a purchaser of BALLFROG.



8.6. Notices. All notices required to be sent under this Agreement shall be deemed to have been duly given if (i) sent to the recipient by reputable courier service including USPS; or (ii) transmitted by electronic means upon confirmation of receipt. Any notices must also be sent to Written: BALLFROG.com LLC, Attn: Notices, 1814 Nolensville Pike, Nashville, TN 37210 or Email: info@ballfrog.com.

8.7. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee and each party hereby consents to the exclusive jurisdiction of the federal and state courts in that state. Each party submits to personal and subject matter jurisdiction in such court and agrees that such party will not contest venue.

8.8. Time To Bring Claim. No legal action or claim against either party may be brought under this Agreement unless such legal action or claim is commenced within one year after the occurrence causing the alleged harm.

8.9. Modification. No alteration, amendment, waiver, cancellation or any other change to the terms and conditions outlined in this Agreement will be valid or binding on either party unless it has been mutually assented to in writing by both parties.

**No Cost Contracts Signed
January 2026**

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

Name	Contract Source	Description
True North Goodwill	Duluth Adult Education	MOU - True North Goodwill will partner with DAE and Yes Duluth to provide support for 12 opportunity youth ages 18-24 in earning their GED/HIS Diploma, gaining construction experience and developing leadership and work-readiness skills through the MN DEED YouthBuild Grant



Inspiring personal transformation through the power of learning and career development

700 Garfield Avenue | Duluth, MN | 55802

MEMORANDUM OF UNDERSTANDING

WHEREAS, **True North Goodwill** and **Duluth Adult Education**, along with Boreal Development and City of Duluth Workforce Development, have come together to implement the Youthbuild grant, funded by the Minnesota Department of Employment and Economic Development (MN DEED).

WHEREAS the partner(s) listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

True North Goodwill Northern MN and Northwestern WI (TNG), registered 501(c)3, inspires personal transformation through the power of learning and career development. Revenue from 13 stores across 29 counties funds operating expenses and offsets the cost of workforce and re-entry programming. TNG provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or attaining employment.

Boreal Development is dedicated to creating equitable zero-energy housing and a green collar workforce in the Arrowhead region. Their mission is to lead the transition to zero-carbon buildings and reduce racial and economic disparities in communities through providing comprehensive construction training and engaging in sustainable housing initiatives.

Duluth Adult Education (DAE) is a Minnesota Adult Basic Education provider dedicated to helping adult students build core math and reading skills, earn GEDs and high school diplomas, improve computer literacy skills, and prepare for post-secondary education.

Duluth Workforce Development's Youth Employment Services program (YES Duluth) provides employment and education support for eligible youth and young adults that live in Duluth and are ages 14 to 24 at the time of enrollment. YES Duluth connects with in-school and out-of-school youth through our strong network of community partners to provide career exploration, work readiness and leadership development training, and support for achieving education and employment goals. These partners include Life House, Family Freedom Center, ISD709, AICHO, employers, Community Liaisons, youth serving organizations, Duluth Workforce Development staff, and CareerForce Partners.

II) Purpose and Scope:

TNG will partner with Boreal, DAE, and YES Duluth to provide support for 12 opportunity youth ages 18-24 in earning their GED/HIS Diploma, gaining construction experience, and developing leadership and work-readiness skills through the MN DEED YouthBuild grant.

Success Measures:

- Earn CPR/First Aid Certificate
- 12/12 Earn OSHA-10 Safety Certificate
- 12/12 Complete 9 units of MC3 curriculum
- 10/10 Complete hands-on training
- 10/10 Earn GED/HS Diploma
- 12/12 Complete Leadership/Life Skills Training
- 10/10 Obtain employment
- 6/6 Retain employment; and/or enroll in post-secondary education

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

TNG will:

- Serve as the grant lead and coordinate training logistics in partnership with (PARTNER) staff.
- Track actual incurred grant costs and retain documentation of these costs and submit to MN DEED staff upon request.
- Submit payment requests to DEED monthly, by the 20th of the following month.
- Provide program invoices with backup documentation quarterly to DEED.
- Submit quarterly narrative that describes progress of the award on the 30th of the month following the end of the quarter.
- Notify DEED of any proposed changes to scope of project, project activities, budget, work plan, grant expenditures, partners, or completion date and that any changes must be approved by DEED.
- Perform screening to ensure applicants have the interest, necessary foundational skills, and meet eligibility criteria.
- Provide case management/support services for participants enrolled in Youthbuild.
- Communicate any concerns with shared participants to partners in a timely manner.
- Conduct at least one monitoring visit to ensure compliance for programmatic and financial records.
- Provide progress report(s), course evaluations, and all necessary forms on a quarterly basis and a final report upon program completion to DEED.
- Provide Compensation to Duluth Adult Education for up to \$34,680 for instruction preparation and class time, and up to \$2,400.00 for CSAS testing over the course of the program, which ends June 30, 2027.

Boreal Development will:

- Serve as the lead for construction and housing components of the project.
- Serve as General Contractors and instructors for the workshop/worksites portion of the program.
- Provide instruction of the MC3 curriculum.
- Coordinate field trips for cohort participants with TNG staff.
- Maintain data, learning assessments, student milestones, and instructional material.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.

- Submit invoices incurred costs and backup documentation to TNG's Senior Manager of Grant Management and Compliance by the 10th of every month.
- Provide quarterly narrative that describes progress of the success measures above and submit it to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30th is due by October 20th).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator.
- Participate in at least one monitoring visit conducted by TNG as pursuant to grant agreement.

DAE will:

- Provide GED/HIS Diploma instruction and contextualized math and reading support.
- Maintain data, learning assessments, student milestones, and instructional materials.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.
- Submit invoices of incurred costs and backup documentation that includes cost breakdown (i.e. hours worked, mileage log, receipts) to TNG's Senior Manager of Grant Management and Compliance by the 10th of every month.
- Provide quarterly narrative that describes progress of the success measures above and submit to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30th is due by October 20th).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator in a timely manner.
- Participate in at least one monitoring visit conducted by TNG as pursuant to grant agreement.

Duluth Workforce Development will:

- Enroll Youthbuild participants in YES Duluth
- Provide instruction of leadership development and work readiness education in conjunction with TNG's Case Manager.
- Maintain data and provide metrics on participants' progress towards outcomes to TNG.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.
- Provide stipends, per YES Duluth program policy, to participants related to engagement in the leadership development training program component
- Provide quarterly narrative that describes progress of the success measures above and submit to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30th is due by October 20th).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator in a timely manner.

IV) Duration of Agreement

Boreal Development: November 1, 2025 to June 30, 2027.

DAE: November 1, 2025 to June 30, 2027.

Duluth Workforce Development: November 1, 2025 to June 30, 2027.

V) Financial involvement/commitment:

This agreement is not a commitment of funds. Duluth Workforce Development, through Youthbuild participant enrollment in YES Duluth, will provide leveraged and matched resources in support of Youthbuild program outcomes.

Please send invoices via email or USPS to Carolyn Brown, Senior Manager of Grants and Compliance: cbrown@truenorthgoodwill.org or


True North Goodwill
Attn: Carolyn Brown
300 Garfield Ave.
Duluth, MN 55802

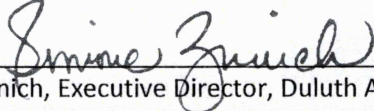
VI) Data Practices

All data collected, created, received, maintained, or disseminated for any purpose by the Parties because of this Memorandum of Understanding is governed by the Minnesota Data Practices Act.

VII) Signatures

TNG and (PARTNER) agree to collaborate and provide services as detailed above in Section III to participants of the DEED Youthbuild grant.

BY:  DATE: _____
Dodie Brown, President & CEO, True North Goodwill

BY:  DATE: 1/28/26
Simone Zurich, Executive Director, Duluth Adult Education

Date: 01/27/2026

To: Dorothea Hantz, Chair

From: Steven Johnson
Director of Human Resources

Re: Pay Recommendation for revised Clerical Unit positions

Bjorklund Compensation Consulting has recently completed job evaluations for the revised Clerical Unit positions: Exec Asst 52 WK Fed Programs, Exec Asst 52 WK Finance, Exec Asst 52 WK Human Resources, Exec Asst 52 WK Spec Svcs, Exec Asst 52 WK Enroll & Train, OSSS 43 WK Residential, OSSS 45 WK Elementary School, OSSS 48 WK Indian Ed, OSSS ALC, OSSS Community Ed, OSSS 2 WK High School, OSSS 52 WK Middle School, OSSS 2 WK Technology, OSSS 52 WK Transportation, OSSS Facilities, OSSS 38WK, OSSS 42 WK Residentials, OSSS 43 WK Head Start, OSSS 44 WK High School, OSSS 45 WK Adult Basic Ed, OSSS 46 WK Middle School, OSSS 50 WK High School, OSSS 52 WK DSC, OSS 38 WK ECSE, OSS 43 WK Elementary School, OSSS 44 WK High School which is a result of the job classification review process.

The District and the Clerical Union have agreed to remove language in job title descriptions that states if the position is Office Support Specialist, Office Support Specialist Intermediate, Office Support Specialist Senior and Executive Assistant and have the Appendix in the contract denote which position are under which pay scale. It was agreed that several positions will be elevated to the level of Senior Executive Assistant which will be a new level to the Clerical contract. All following job titles will be the agreed upon titles without the denotation of OSS, OSSS or EA.

Old Job Title	New Job Title	Appendix Level
Exec Asst 52 WK Fed Programs	Federal Programs Clerical	Senior Executive Assistant
Exec Asst 52 WK Finance	Finance Clerical	Senior Executive Assistant
Exec Asst 52 WK Human Resources	Payroll Clerical	Senior Executive Assistant
Exec Asst 52 WK Spec Svcs	Special Services Clerical	Senior Executive Assistant
Exec Asst 52 WK Enroll & Train	Enrollment and Student Data Specialist	Senior Executive Assistant
Exec Asst 52 WK TLE	Secondary Curriculum Clerical	Senior Executive Assistant
Exec Asst 52 WK TLE	Elementary Curriculum Clerical	Senior Executive Assistant
OSSS 52 WK ALC	ALC/AEO Clerical	Executive Assistant
OSSS 45 WK Elementary School	Elementary School Clerical	Executive Assistant
N/A	Purchasing Clerical	Executive Assistant
OSSI 44 WK High School	Activities Clerical	Executive Assistant
OSSS 52 WK Transportation	Transportation Clerical	Executive Assistant
OSSS 43 WK Residentials	Residential Clerical	Office Support Specialist Senior
OSSS 48 WK Indian Ed	American Indian Education Clerical	Office Support Specialist Senior
OSSS 52 WK Community Ed	Community Education Clerical	Office Support Specialist Senior
OSSS 52 WK High School	High School Clerical	Office Support Specialist Senior
OSSS 52 WK Middle School	Middle School Clerical	Office Support Specialist Senior
OSSS 52 WK Technology	Technology Clerical	Office Support Specialist Senior
OSSI 42 WK Residentials	Residential Clerical	Office Support Specialist Senior
OSSI Facilities	Facilities Clerical	Office Support Specialist Senior
OSSI 50 WK High School	High School Registrar	Office Support Specialist Senior
OSSI 38 WK	Career Center Clerical	Office Support Specialist Intermediate
OSSI 43 WK Head Start	Early Childhood Programs Clerical	Office Support Specialist Intermediate
OSSI 44 WK High School	High School Attendance Clerical	Office Support Specialist Intermediate
OSSI 45 WK Adult Basic Ed	Duluth Adult Education Clerical	Office Support Specialist Intermediate
OSSI 46 WK Middle School	Middle School Attendance Clerical	Office Support Specialist Intermediate
OSSI 52 WK DSC	District Support Center Clerical	Office Support Specialist Intermediate
OSS 38 WK ECSE	Early Childhood Screening Clerical	Office Support Specialist Intermediate
OSS	Elementary School Attendance Clerical	Office Support Specialist Intermediate

Below is a summary of the results:

488

All current positions titled currently under **Executive Assistant** title will be elevated to the **Senior Executive Assistant** level. These Executive Assistants include Federal Programs, Finance, Payroll, Special Services, Enrollment and Student Data Specialist, Elementary Curriculum, and Secondary Curriculum. These Executive Assistants are critical cornerstones pivotal to the efficiency and effectiveness of their departments. These highly strategic, proactive, and exceptionally proficient professionals collectively navigate and orchestrate an extensive, multi-faceted portfolio of responsibilities. Each specialist is assigned specific areas within this comprehensive scope, which collectively encompasses advanced-level administrative and operational leadership, meticulous management of complex financial life cycles, expert administration of critical specialized information and technology systems, and ensuring rigorous adherence to federal and state regulatory compliance.

The comparable worth evaluation resulted in no change in the rating of Executive Assistant Level. Given the same rating, the District proposes to continue to compensate the classification under the Senior Executive Assistant Pay Group, based on points, duties, and level of responsibility. The District and the Clerical Union agree to a 4% increase in pay to the newly created Senior Executive Assistant pay group.

The District and the Clerical Union agree to elevate the positions of ALC/AEO Clerical, Elementary School Clerical, Transportation Clerical, and Activities Clerical from **Office Support Specialist Senior** to the level of **Executive Assistant**.

The District and the Clerical Union agree to categorize the position of Purchasing Clerical as an **Executive Assistant**.

The District and the Clerical Union agree to keep the following positions where they are at on the pay scale at **Office Support Specialist Senior**: American Indian Education Clerical, Community Education Clerical, High School Clerical, Middle School Clerical, Technology Clerical.

The District and the Clerical Union agree to the combination of OSS Senior Residential Clerical and OSS Residential Clerical to become the following position **Residential Clerical** with no change in weeks worked, only title change. The District and Clerical Union also agree to move the position of Residential Clerical from the level of **Office Support Specialist Intermediate** to the level of **Office Support Specialist Senior**.

The District and the Clerical Union agree to elevate the positions of Facilities Clerical and High School Registrar from **Office Support Specialist Intermediate** to the level of **Office Support Specialist Senior**.

The comparable worth evaluation resulted in no change in the rating of Office Support Specialist Senior. Given the same rating, the District proposes to continue to compensate the classification under the Office Support Specialist Senior based on points, duties, and level of responsibility.

The District and the Clerical Union agree to keep the following positions where they are at on the pay scale at **Office Support Specialist Intermediate**: Career Center Clerical, Early Childhood Programs Clerical, High School Attendance Clerical, Duluth Adult Education Clerical, Middle School Attendance Clerical, District Support Center Clerical.

The District and the Clerical Union agree to elevate the positions of Early Childhood Screening Clerical and Elementary Attendance Clerical from **Office Support Specialist** to the level of **Office Support Specialist Intermediate**.

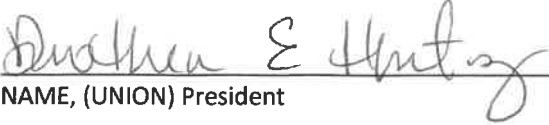
The comparable worth evaluation resulted in no change in the rating of Office Support Specialist Intermediate. Given the same rating, the District proposes to continue to compensate the classification under the Office Support Specialist Intermediate based on points, duties, and level of responsibility.

In this agreement, the District and Clerical Union agree to keep the level of **Office Support Specialist** but currently have no positions in that category.

238

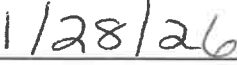
Please let me know if you are in agreement with this proposal as soon as possible, by signing below and returning to me.

**We agree to the above listed pay groups for the classifications of all revised Clerical job descriptions and titles.
Retroactive payments for any changes will be backdated to begin January 01, 2025.**

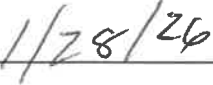

NAME, (UNION) President


Date


NAME, (UNION) Vice President


Date


Human Resources


Date

... ..

... ..

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Office Support Specialist	18.38	19.02	19.69	20.38	21.09	21.83	22.59
Office Support Specialist Intermediate	19.85	20.54	21.26	22.01	22.78	23.57	24.40
Career Center Clerical							
District Support Center Clerical							
Duluth Adult Education Clerical							
Early Childhood Programs Clerical							
Early Childhood Screening Clerical							
Elementary School Attendance Clerical							
High School Attendance Clerical							
Middle School Attendance Clerical							
Office Support Specialist Senior	21.44	22.19	22.96	23.77	24.60	25.46	26.35
American Indian Education Clerical							
Community Education Clerical							
Facilities Clerical							
High School Clerical							
High School Registrar							
Middle School Clerical							
Technology Clerical							
Residential Clerical							
Executive Assistant	23.15	23.96	24.80	25.67	26.57	27.50	28.46
ALC/AEO Clerical							
Elementary School Clerical							
Purchasing Clerical							
Activities Clerical							
Transportation Clerical							
Executive Assistant Senior	24.08	24.92	25.79	26.70	27.63	28.60	29.60
Enrollment and Student Data Specialist							
Federal Programs Clerical							
Finance Clerical							
Payroll Clerical							
Special Services Clerical							
Elementary Curriculum							
Secondary Curriculum							

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Grant Applications January 2026

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Minnesota Sea Grant Center & Center for Great Lakes Literacy	Tonya Kolenda	Tonya Kolenda - Stowe Elementary	\$600.00	Bus, field trip, programming to Great Lakes Aquarium and alphabet nature book purchase
Boreal Waters Community Foundation--Wetherby Fund	Kaitlin Erpestad	Myers-Wilkins Elementary School/PTO	\$5,000.00	The Myers-Wilkins PTO is requesting \$5000 to break down barriers to nature in order to ensure that ALL students can access the school forest and field for learning and play. Funds will include one on-site "field trip" in the school forest for each class from Hartley Nature Center, cross-country skis for the PE teacher, rubber boots for students to use at school during outdoor time, trail building supplies to increase accessibility in the school forest, and funds for loose parts for mud kitchen play.
Western Lake Superior Sanitary District (WLSSD)	Danielle Vang	Ordean East Middle School - School Garden	Bulk Compost	We are requesting compost, so actual money will not be requested. We will use the compost in the school garden.
Minnesota Power	Becky Gamache	Duluth Preschool	\$380.00	We would like to order a "turtle chair" for every preschool classroom. Our social emotional framework (Pyramid Model) uses a character called Tucker the Turtle. He helps the children learn how to solve problems by "tucking, breathing, and finding a solution". These

				chairs would be a designated "tuck and think" spot for the children to learn how to problem solve in a prosocial way.
Boreal Waters Community Foundation	Stephanie Youngman	Lincoln Park Middle School - 6th Grade Skills for Success Class	\$1,012.50	These funds will be used to purchase planners from School Mate for our incoming 6th graders.

**Change Orders Signed
January 2026**

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

Contractor Name	Contract Source	Description
Superior Glass Inc.	Facilities	Design revisions – First Street Buildout (+\$5,583.00)
Superior Glass Inc.	Facilities	Door glass changes per submittal review - First Street Buildout (+\$1,501.00)
Veit & Company, Inc.	Facilities	Additional work related to existing conditions – First Street Buildout (+\$2,492.00)
Belknap Electric	Facilities	Additional cabling for PerMar meeting – First Street Buildout (+\$1,387.04)
Intercon Group, Inc.	Facilities	Changes to HVAC and door undercuts, additional field work orders, door hardware changes and raised floor demo and repair – First Street Buildout (+\$21,320.69)



CCO #003⁴⁰⁶

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #003: Superior Glass CCO #003

CONTRACT COMPANY: Superior Glass Inc. 7500 Tower Avenue Superior, Wisconsin 54880	CONTRACT FOR: SC-S23075-005:WS 04 - Glass & Glazing
DATE CREATED: 2/02/2026	CREATED BY: Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS: Pending - Proceeding	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Allowance
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT:
FIELD CHANGE: No	TOTAL AMOUNT: \$5,583.00

DESCRIPTION:
 CE #038 - PR 5- Design Revisions: \$3,830.00
 CE #045 - #41: Confirming RFI- door opening 106.1 changed to south edge: \$1,753.00

ATTACHMENTS:
[Estimate for RFP 05 & 07 1-26-26.pdf](#) [Estimate for change #106.01 & metal increase due to missing increase deadline DNT ISD 709 1-14-26 \(1\).pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass		Other	\$ 3,830.00
2	05-5.05 - WS 04 - Superior Glass		Other	\$ 1,753.00
Subtotal:				\$5,583.00
Grand Total:				\$5,583.00

The original (Contract Sum)	\$ 48,140.00
Net change by previously authorized Change Orders	\$ 4,921.00
The contract sum prior to this Change Order was	\$ 53,061.00
The contract sum would be changed by this Change Order in the amount of	\$ 5,583.00
The new contract sum including this Change Order will be	\$ 58,644.00
The contract time will not be changed by this Change Order by	

DS
BB

Superior Glass Inc.
 7500 Tower Avenue
 Superior Wisconsin 54880

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 2/3/2026

Signed by:

 SIGNATURE DATE
 2/2/2026

Signed by:

 SIGNATURE DATE
 2/3/2026



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

1-26-26

Work scope #4

Project: **DNT Remodel ISD #709**
Duluth, MN

Pricing for changes per RFP 05 and 07 as follows.

1. Remove sidelight ¼" clear tempered glass from #202.2 **deduct (\$138.00)** material and labor.
2. Add labor to install others closers in hardware group 1 and 2 **add \$318.00** labor
3. Change from ¼" clear tempered glass @ VIII to one way miropane and add one way miropane at 1 thus IX and 2 thus X others frame types. **add \$3,650.00 material and labor**

Total net change of \$3,830.00

Quote above only reflects the changes listed above. If there are further changes that I may have missed, let me know and I will apply additional pricing adjustments.

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

1-14-26

Work scope #4

Project: **DNT Remodel ISD #709**
Duluth, MN

Pricing to change swing of door 106.1, frame design and missing the material increase order deadline .

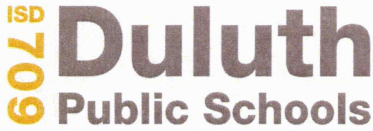
One Thousand Seven Hundred Fifty-Three \$1,753.00.00 includes tax

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501



CCO #002¹⁹⁹

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #002: Superior Glass CCO #002

CONTRACT COMPANY: Superior Glass Inc. 7500 Tower Avenue Superior, Wisconsin 54880	CONTRACT FOR: SC-S23075-005:WS 04 - Glass & Glazing
DATE CREATED: 1/12/2026	CREATED BY: Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS: Pending - Proceeding	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION:
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: Allowance
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT:
FIELD CHANGE: No	TOTAL AMOUNT: \$1,501.00

DESCRIPTION:
 CE #023 - #26: Confirming RFI- door hardware changes per submittal review: \$1,501.00
 Confirming RFI- door hardware changes per submittal review, added door glass per direction from Miller Architecture

ATTACHMENTS:
[superior glass- Estimate for .5 laminated glass CE#23 DNT ISD 709 12-1-25 \(1\).pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass	door glass changes per submittal review	Other	\$ 1,501.00
Subtotal:				\$ 1,501.00
Grand Total:				\$ 1,501.00

The original (Contract Sum)	\$ 48,140.00
Net change by previously authorized Change Orders	\$ 3,420.00
The contract sum prior to this Change Order was	\$ 51,560.00
The contract sum would be changed by this Change Order in the amount of	\$ 1,501.00
The new contract sum including this Change Order will be	\$ 53,061.00
The contract time will not be changed by this Change Order by	

Superior Glass Inc.
 7500 Tower Avenue
 Superior Wisconsin 54880

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

DS
BB

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 1/13/2026

Signed by:

 SIGNATURE DATE
 1/12/2026

Signed by:

 SIGNATURE DATE
 1/21/2026



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

12-1-25

Work scope #4 CE #023

Project: **DNT Remodel ISD #709**
Duluth, MN

Pricing to supply and install 6 thus ½ clear laminated glass only in others door/kit:

One Thousand Five Hundred One \$1,501.00.00 includes tax

Excluded:

- Doors
- Lite kits

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501



CCO #002

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #002: Veit CCO #002

CONTRACT COMPANY:	Veit & Company, Inc. - Duluth office 1100 West Gary Street Duluth, Minnesota 55808	CONTRACT FOR:	SC-S23075-002:WS 01 - Utilities
DATE CREATED:	1/12/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$2,492.00

DESCRIPTION:
 CE #028 - Field Work Orders Sept: \$2,492.00
 Additional work related to existing conditions, noted and managed in the field

ATTACHMENTS:
[250332 - EWA.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.02 - WS 01 - Veit & Company	Field Work Order attached	Other	\$ 2,492.00
Subtotal:				\$2,492.00
Grand Total:				\$2,492.00

The original (Contract Sum)	\$ 138,000.00
Net change by previously authorized Change Orders	\$ 20,000.00
The contract sum prior to this Change Order was	\$ 158,000.00
The contract sum would be changed by this Change Order in the amount of	\$ 2,492.00
The new contract sum including this Change Order will be	\$ 160,492.00
The contract time will not be changed by this Change Order by	

Veit & Company, Inc. - Duluth office
 1100 West Gary Street
 Duluth Minnesota 55808

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

DS
 BB

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE 194D4... DATE 1/14/2026

Signed by:

 SIGNATURE 28427... DATE 1/12/2026

Signed by:

 SIGNATURE B545E... DATE 1/15/2026

<p>VEIT Specialty Contracting & Waste Management</p>	14000 Veit Place Rogers, MN 55374 763-428-2242 Voice 763-428-8348 Fax	<h3>EXTRA WORK AUTHORIZATION</h3>				
	Date: <u>9/26/2025</u>					
Owner/Contractor: <u>ICS</u>	Project Location: <u>Inside DNT building</u>	1				
Client Rep: _____	Veit Project Manager: <u>Andy Dammer</u>					
Client Onsite Rep: <u>Mike Knutson</u>	Veit Job Number: <u>250332</u>					
Client POWO Number: _____						
Equipment/Operator						
Equip/ Unit #	Equipment Description	Hours	Unit cost	Amount		
TruckOn	Pickup truck - no operator	2	\$ 32.00	\$ 64.00		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
Total Equipment Cost			\$	64.00		
Labor						
Quantity	Labor Description	Hours	Unit Cost	Amount		
1	Superintendent or Foreman w/ Pick Up	2	\$ 133.00	\$ 266.00		
2	Laborer	2	\$ 123.00	\$ 492.00		
1	Operator	2	\$ 135.00	\$ 270.00		
			\$	-		
			\$	-		
Total Labor Cost			\$	1,028.00		
Material/Other						
P.O. / Invoice #	Vendor	Quantity	Unit Cost	Amount		
			\$	-		
			\$	-		
			\$	-		
			\$	-		
Total Material Cost			\$	-		
Trucking						
Type	Labor/Trucking	Truck Type	Hours	Loads	Unit Cost	Amount
OtherTK		Vac truck	3.5	1	\$ 400.00	\$ 1,400.00
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
Total Trucking Cost					\$	1,400.00
Description of work						
Time for clearing out basement pit to make access for sanitary to camera. A lot of block and debris. Hanco added vac truck time for cleaning out water pit inside. 3.5 hours for their truck with operator/labroer						
Work Authorized and approved by: (Please Print)				Cost Summary		
Client Representative				Equipment	\$	64.00
Client Phone Number				Labor	\$	1,028.00
Veit Representative				Material/Other	\$	-
_____				Labor/Trucking	\$	1,400.00
				Total Daily Cost	\$	2,492.00



CCO #002

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #002: Belknap Electric CCO #002

CONTRACT COMPANY:	Belknap Electric 1513 Belknap St Superior, Wisconsin 54880	CONTRACT FOR:	SC-S23075-013:WS 13 - Electrical
DATE CREATED:	1/12/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$1,387.04
DESCRIPTION: CE #036 - #32: Confirming RFI- cabling for PerMar meeting: \$1,387.04			

ATTACHMENTS:
[2025-0812 - ISD 709-DNT Building Renovation RFI No. 32 Belknap Electric.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002


#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric		Other	\$ 1,387.04
Subtotal:				\$1,387.04
Grand Total:				\$1,387.04

The original (Contract Sum)	\$ 2,668,386.00
Net change by previously authorized Change Orders	\$ 105,723.44
The contract sum prior to this Change Order was	\$ 2,774,109.44
The contract sum would be changed by this Change Order in the amount of	\$ 1,387.04
The new contract sum including this Change Order will be	\$ 2,775,496.48
The contract time will not be changed by this Change Order by	

Belknap Electric
 1513 Belknap St
 Superior Wisconsin 54880

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 1/13/2026

Signed by:

 SIGNATURE DATE
 1/12/2026

Signed by:

 SIGNATURE DATE
 1/13/2026



1513 Belknap Street | Superior | WI | 54880
 715.394.7769 | www.belknapelectric.com

SUBCONTRACTOR CHANGE REQUEST
CHANGE REQUEST # RFI#32

DATE: Wednesday, December 10, 2025
PROJECT: ISD 709 - DNT Building Renovations
PROJECT NO: 33231

TO: Jason Filipek - jason.filipek@ics-builds.com

FROM: Chris Krook - chriskrook@belknapelectric.com

CC: Jacob Majerle - jacob.majerle@ics-builds.com

Description of Work

Extra Cable and Labor per Permar Request

Proposal Breakdown

Labor Hours:	0
Labor Rate:	\$ 54.65
Burden on Labor:	\$ 53.45
Labor OH&P/Hour:	\$ 10.81

(Profit = 10% of actual cost plus overhead)

Total Labor Rate Per Hour:	\$ 118.91
----------------------------	-----------

Total Cost of Labor: \$ -

Materials Cost:	\$ -
Materials OH&P:	\$ -

(Profit = 10% of actual cost plus overhead)

Total Cost of Materials: \$ -

Subcontractor Cost:	\$ 1,320.99
Subcontractor Profit = 5%	\$ 66.05

Total Cost for Subcontractor: \$ 1,387.04

Total Change Request: \$ 1,387.04

Per Teams meeting on 12-2; please confirm the cables below are added to the scope of work:

2 cable 18x4 from PerMar panel in basement to the 2nd floor fire alarm panel

1 cable 18x4 from PerMar panel to classroom 132 for wireless fob sensor

1 cable 18x4 from PerMar panel to SeCure JCI card reader panel.



CCO #004

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #004: Intercon CCO #004

CONTRACT COMPANY:	Intercon Group, Inc. 1775 Shilhon Road Duluth, Minnesota 55804	CONTRACT FOR:	SC-S23075-004:WS 03 - General Construction
DATE CREATED:	1/12/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$21,320.69

DESCRIPTION:
 CE #027 - PR 04 Changes to HVAC and door undercuts: \$862.50
 Pricing per attached PR04 documents

CE #029 - Intercon - FWO's: \$3,300.00

CE #030 - Field Work Orders- Intercon: \$10,375.00
 2nd floor bathroom demo AWA attached, others from November can be attached with pricing

CE #039 - Door hardware changes- submittal review 2 and 3: \$1,825.19

CE #040 - Raised floor demo and repair- 3rd floor existing conditions: \$4,958.00

ATTACHMENTS:
[intercon change orders 1-12.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	Architect Changes- PR04	Other	\$ 862.50
2	05-5.04 - WS 03 - Intercon Group	field work orders October	Other	\$ 3,300.00
3	05-5.04 - WS 03 - Intercon Group	field work orders- November	Other	\$ 10,375.00
4	05-5.04 - WS 03 - Intercon Group	Architect changes- door hardware submittals	Other	\$ 1,825.19
5	05-5.04 - WS 03 - Intercon Group	Existing Conditions- raised floor on 3rd floor	Other	\$ 4,958.00
Subtotal:				\$21,320.69
Grand Total:				\$21,320.69



CCO #00496

The original (Contract Sum)	\$ 3,275,480.00
Net change by previously authorized Change Orders	\$ 108,024.57
The contract sum prior to this Change Order was	\$ 3,383,504.57
The contract sum would be changed by this Change Order in the amount of	\$ 21,320.69
The new contract sum including this Change Order will be	\$ 3,404,825.26
The contract time will not be changed by this Change Order by	

Intercon Group, Inc.
1775 Shilhon Road
Duluth Minnesota 55804

Signed by:

Brian Lobbestael

SIGNATURE DATE

1/12/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:

Jason Filipek

SIGNATURE DATE

1/12/2026

DS
BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

Simone Zurich

SIGNATURE DATE

1/13/2026

CHANGE ORDER REQUEST



DATE: Jan 2, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: Cut (4) wood Doors Per PR 4

COR #11.1- PR4

Intercon Carp. 5.75 Hrs. @ \$120.00		\$ 690.00
SMALL TOOLS/BITS/BLADES 5%	\$ 34.50	
BOOKKEEPING/ADMIN 5%	\$ 34.50	
SITE SUPERVISION/PROJ. MGT. 5%	\$ 34.50	
MARK UP 10%	\$ 69.00	
LABOR TOTAL:		\$ 862.50

Thank you,

Barry Lobbestael
 Intercon Group Inc.
 218-391-9721

CHANGE ORDER REQUEST



DATE: NOV 13, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 7- Field Work Orders Oct. 2025

COR #7

AWA # 2089 – Remove ACT+Grid @ Basement Bathroom/Locker room

(3) Carp Hours @ \$ 120.00	\$ 360.00
(3) Lab Hours @ \$ 100.00	\$ 300.00

AWA # 2004 – Remove Plaster, Lathe, Framing @ N. End of Basement West to expose steel – shown on plan as cast in place concrete – RFI 15/Change Event 14

(9) Carp Hours @ \$ 120.00	\$ 1,080.00
(9) Lab Hours @ \$ 100.00	\$ 900.00
Labor Subtotal	\$ 2,640.00

SMALL TOOLS/BITS/BLADES 5%	\$ 132.00
BOOKKEEPING/ADMIN 5%	\$ 132.00
SITE SUPERVISION/PROJ. MGT. 5%	\$ 132.00
MARK UP 10%	\$ 264.00

LABOR TOTAL:		\$ 3,300.00
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Additional Bond Cost @ 2%		\$ 66.00
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ADJUSTED GRAND TOTAL		\$ 3,366.00
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Thank you, *10% mark up allowed per contract*

Barry Lobbestael

CHANGE ORDER REQUEST

509

Intercon Group Inc.
218-391-9721

CHANGE ORDER REQUEST



DATE: Dec 24, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 12- Field Work Orders Nov. 2025

COR #12

AWA # 2091 – Remove drywall Rooms 240 thru 243

(9) Carp Hours @ \$ 120.00	\$ 1,080.00
(3) Lab Hours @ \$ 100.00	\$ 300.00

AWA # 2092 – Remove tile backer & tarpaper @ 1st floor lobby

(34) Carp Hours @ \$ 120.00	\$ 4,080.00
(20) Lab Hours @ \$ 100.00	\$ 2,000.00

AWA # 2093 – Remove finishes Room 184

(2) Carp Hours @ \$ 120.00	\$ 240.00
(6) Lab Hours @ \$ 100.00	\$ 600.00

Labor Subtotal \$ 8,300.00

SMALL TOOLS/BITS/BLADES 5%	\$ 415.00
BOOKKEEPING/ADMIN 5%	\$ 415.00
SITE SUPERVISION/PROJ. MGT. 5%	\$ 415.00
MARK UP 10%	\$ 830.00

LABOR TOTAL: \$ 10,375.00

CHANGE ORDER REQUEST

511

Thank you,

Barry Lobbstael
Intercon Group Inc.
218-391-9721

CHANGE ORDER REQUEST



DATE: Dec 24, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 13- Door Hardware Changes Per Submittal Review
COR #13

Northern Door Reviewed Shop Drawings Response Phase 2	\$ 550.91
Northern Door Reviewed Shop Drawings Response Phase 3	\$ 1,108.35
TOTAL	\$ 1,659.26
MARKUP 10%	\$ 165.93
GRAND TOTAL	\$ 1,825.19

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Northern Door & Hardware, Inc.

2202 West First Street P.O. Box 16026 Duluth, MN 55816-0026

Phone: (218) 722-9531

Fax: (218) 722-9098

Date: 11/21/25

To: Intercon Group

Attn: Barry

Quote #: Reviewed Shop Drawings Response – Phase #2

Job Name: ISD 709 – DNT Building

We wish to quote you the following materials:

- #138
 - o Change hardware from group 14 to 23
- #142
 - o Change hardware from group 14 to 23
 - o Dimple frame
- #239
 - o Delete wall stops
- #301, 244.1, 145, 149, 13 238, 237, 232.1
 - o Dimple frame
- #232.2, 233.1
 - o Change from hold open arm to standard arm closer
- #139
 - o Add concealed overhead stop
- #144
 - o Change width from 2'-10" to 2'-8"

Total Quote: \$506.00 + tax – (\$550.91 including tax)

Notes:

No Tax Included – Materials Only – F.O.B. Northern Door

Quote is good for 30 Days only – After 30 days escalation charges may apply based on current market conditions – For any factory tariff escalation that happens after 7/8/25 Northern Door shall provide factory distributed notices to owner and it will be the responsibility of owner to cover said additional costs

Terms: Net 30 Days – No Retainage Allowed

Northern Door & Hardware, Inc

By: Chris Benson

Northern Door & Hardware, Inc.
2202 West First Street P.O. Box 16026 Duluth, MN 55816-0026
Phone: (218) 722-9531 Fax: (218) 722-9098

Date: 12/22/25
To: Intercon Group
Attn: Barry
Quote #: Reviewed Shop Drawings Response – Phase #3
Job Name: ISD 709 – DNT Building

We wish to quote you the following materials:

- 181.1
 - o Dimple LH Jamb
- 167, 181.2, 172, 169, 178, 165.2
 - o Change core from honeycomb to polystyrene
- 130, 163.1, 192, 225, 229
 - o Add wall stop
- 202.2
 - o Change frame from sidelite frame to three sided frame
- 127, 195, 279
 - o Dimple frame
- 301
 - o Add hinges and door closer to hardware group
- 184.1
 - o Remove overhead stop
- 177
 - o Change from regular mortise lock to anti-ligature mortise lock
- 105
 - o Change from mortise lock to lever lock

Total Quote: \$1,018.00 + tax – (\$1,108.35 including tax)

Notes:

No Tax Included – Materials Only – F.O.B. Northern Door
Quote is good for 30 Days only – After 30 days escalation charges may apply based on current market conditions – For any factory tariff escalation that happens after 7/8/25 Northern Door shall provide factory distributed notices to owner and it will be the responsibility of owner to cover said additional costs

Terms: Net 30 Days – No Retainage Allowed

Northern Door & Hardware, Inc
By: Chris Benson

CHANGE ORDER REQUEST



DATE: DEC 1, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 10 Demo/Build back of Raised Area's on Third Floor DNT Reno

COR #10

Demolition of two raised areas @ Third Floor DNT Reno.

- (1) Area 6' 6" X 8' 2 3/4"
- (1) Area 3' 5" X 8' 9 1/2"

See attached Plan Page A 008 Markup

Intercon Carp. 16 Hrs. @ \$120.00		\$ 1,920.00
Intercon Lab 4 Hrs. @ \$100.00		\$ 400.00
Concrete Dumpster/Trucking		\$ 200.00
Subtotal Intercon		\$ 2,520.00
SMALL TOOLS/BITS/BLADES 5%	\$ 126.00	
BOOKKEEPING/ADMIN 5%	\$ 126.00	
SITE SUPERVISION/PROJ. MGT. 5%	\$ 126.00	
MARK UP 10%	\$ 252.00	
DEMOLITION LABOR TOTAL:		\$ 3,150.00

Build back of two raised areas @ Third Floor DNT Reno.

- (2) Area 6' 6" X 8' 2 3/4"
- (2) Area 3' 5" X 8' 9 1/2"

See attached Plan Page A 008 Markup

Build back to include installation of 3/4" T & G Subfloor & Any Associated framing

Intercon Carp. 10 Hrs. @ \$120.00		\$ 1,200.00
SMALL TOOLS/BITS/BLADES 5%	\$ 60.00	

CHANGE ORDER REQUEST

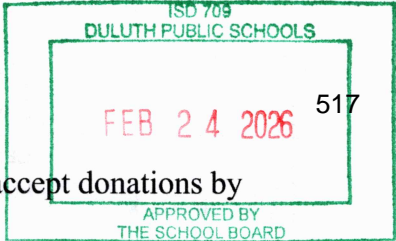
BOOKKEEPING/ADMIN 5%	\$	60.00	
SITE SUPERVISION/PROJ. MGT. 5%	\$	60.00	
MARK UP 10%	\$	120.00	
BUILD BACK LABOR TOTAL:			\$ 1,500.00

MATERIAL	\$	280.00	
MARKUP @ 10 %	\$	28.00	
MATERIAL TOTAL			\$ 308.00

TOTAL:			\$ 4,958.00
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Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721



RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

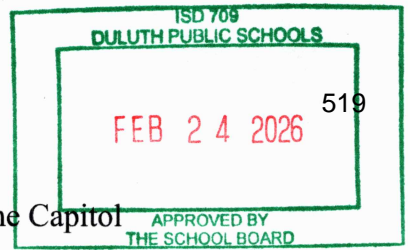
WHEREAS, acceptance of the donations in accordance with the donor’s terms is in the best interest of the Duluth Public Schools:

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Lavonne Bellanger	\$4.34		This was an overpayment for Denfeld Automotive service and had to be reported as a donation.
Districtwide	Terese Tomanek	In-kind		Socks & Underwear
East	Haunted Shack/ Pat Stojevich	\$1,000.00	Duluth East Key Club	
East	Mimi Stender	\$2,000.00	DE Key Club - Be MinneSNOWta Nice	
East	Twin Ports Paper & Supply Inc	\$100.00	YES. It is explicitly for Duluth East DECA to use for our Chuck a Duck event	
East	Multiple donors rounded up cash sales	\$10.16	CTE AFNR Plant Sale	
East	Erica Rodriguez	\$25.00	DECA Chuck a Duck	
Lakewood	Kathryn Robarge	In-kind	Staff	Toaster oven/air fryer for staff lounge
Lester Park	Lester Park School Foundation	\$5,518.67	Purchased items for classrooms and students in 2025	
Lincoln Park	Christine Good	In-kind	Give to the students that need it	11 Pairs of Gloves/Mittens
Lincoln Park	Anonymous	In-kind	Give to the students that need the items	4 Homemade hats, 120 lip balms, 4 pairs of girls pants, 6 sweater/long sleeve girls tops
Lincoln Park	Anonymous	In-kind	Give to a family that is in need of the product	Members Mark Baby Formula 2 - 48OZ containers
Lincoln Park	Larry And Donna	\$2,000.00	Use for 7th grade Trip	Put into the 7th grade account for the 7th graders

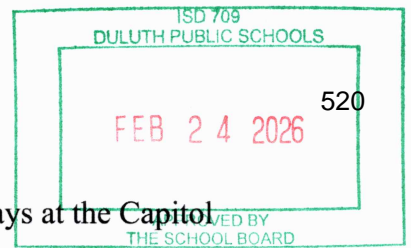
	Pulkrabek Foundation Inc			518
Lincoln Park	Larry and Donna Pulkrabek Foundation Inc	\$3,000.00	Towards the 7th grade trip – transportation	Put into 7th grade funds for the trip
Stowe	Duluth Lions Club	\$2,000.00	For the Stowe HeadStart Playground Fund	
Stowe	United Protestant Church UCC	In-kind	Winter gear - mittens, scarves, hats	



RESOLUTION

School Board Member Attendance at MSBA/MASA Day at the Capitol

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend MSBA/MASA Day at the Capitol.



RESOLUTION

School Board Member Attendance at Duluth and St. Louis County Days at the Capitol

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the Duluth and St. Louis County Days at the Capitol event held in 2026.

EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Anthony Bonds, herein referred to as "**Employee**".

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

- I. Employment: The School District hereby employs, engages and hires Employee as Assistant Superintendent of Schools for ISD 709. 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 and School District.

The Employee shall furnish throughout the life of this contract a valid and appropriate Superintendent license.

- II. 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 the employee pursuant to the express and implicit terms of this Contract and to the reasonable satisfaction of the School District. Such duties shall be rendered at the School District and at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at his discretion and with communication with the Superintendent.

- III. Duration. Subsequent Contract. Expiration. Termination During the Term, Mutual Consent & Contingency:

- A. Duration. This Contract is for a term of three (3) years commencing July 1, 2026, and ending June 30, 2029, It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.
- B. Expiration. This Contract shall expire at the end of the term specified in III, A hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered. However, 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.
- C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute S122A.40 shall not be applicable. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the

School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of salary and continuation of district paid health benefits for twelve (12) months.
- F. Resignation: The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

- A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Employee shall be entitled to payment for any hours in excess of one-hundred (100). Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.
 - a. Vacation time is to be coordinated with the Superintendent of Schools in order to maintain a protocol for leadership within the School District.
- C. Holidays. The Employee shall be entitled to twelve (12) paid holidays each Contract year as designated by the School District.
 - New Year's Day, January 1
 - Martin Luther, the third Monday in January
 - President's Day, the third Monday in February
 - Memorial Day, the last Monday in May
 - Juneteenth, June 19
 - Independence Day, July 4
 - Labor Day, the first Monday in September
 - Convention Day in October
 - Thanksgiving Day, the fourth Thursday in November
 - The day after Thanksgiving
 - Christmas Eve Day, December 24
 - Christmas Day, December 25

D. Sick, Family & Personal Leave.

- a. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403b/457b Plan. Contributions beyond the maximum allowable amounts

will be contributed to the Health Care Savings Plan after the end of each fiscal year. The daily rate of pay will be based on 260 days per year. Upon retirement, resignation or termination of employment, any remaining amount will be contributed to the employee's 403b/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

- b. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than -thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).
- E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.
- F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.
 - a. Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
- G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.
- H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.
- I. Jury Duty:
 - a. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.

- b. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

J. **Personal Leave.** The Employee shall be entitled to three (3) personal leave days per year;

K. **School-Related Injuries:** 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 assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.

V. **Insurance:**

A. **Health & Hospitalization.** The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution equivalent to the difference between the single and family coverage annual District contribution for each of the 2026-2029 Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457b of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

B. **Dental.** The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.

C. **Life Insurance.** The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000 payable to the Employee's named beneficiary. Employer will provide an additional \$100,000 coverage to employee if requested and approved by the carrier based on insurability. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.

D. **Long Term Disability Insurance.** The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.

E. **Liability Insurance.** The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.

F. **Claims Against the School District.** The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. **Other Benefits:**

A. **Tax-Sheltered Annuities.** The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457b of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The District shall make an employer contribution for the benefit of the Assistant Superintendent to such plan in the sum of \$12,000

for each of the contract years. The District shall make such contribution and the contribution shall be accrued by the Assistant Superintendent in equal monthly installments.

- B. **Business Expense Allowance:** The School District will pay the Assistant Superintendent a Business Expense Allowance of \$500 per month payable in bi-weekly installments.
- C. **Cellular Phone.** The School District shall provide the Employee with a monthly allowance of \$75.00 or follow the district's cell phone policy should one be implemented, whichever is greater 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 for personal use.
- D. **Conferences and Meetings.** The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.
- E. **Automobile.** The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VII. Compensation:

- A. **Salary.** The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below and which is equal to 79% of the Superintendent annual salary. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

Salary		
2026-2027	2027-2028	2028-2029
\$189,600	\$193,550	\$197,500

VIII. Other Provisions:

- A. **Outside Activities.** While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Assistant Superintendent of Schools. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.
- B. **Indemnification and Provision of Counsel.** In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the 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, shall 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 limitations as provided in Minnesota Statutes, Chapter 466.
- C. **Dues.** The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are

required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.

D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service to the District plus the number of remaining sick leave days remaining (not to exceed six months' pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403b/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C.

E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

IX. Severability:

If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 24th day of Feb 2026.


Assistant Superintendent

IN WITNESS WHEREOF, we have subscribed our signatures this 24th day of Feb 2026.


School Board Chair


School Board Clerk

EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Simone Zurich, herein referred to as "**Employee**".

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

- I. Employment: The School District hereby employs, engages and hires Employee as Executive Director of Business Services and Operations 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 and School District.
- II. Duties: Employee agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. Duration. Subsequent Contract. Expiration. Termination During the Term, Mutual Consent & Contingency:

- A. Duration. This Contract is for a term of three (3) years commencing July 1, 2026 and ending June 30, 2029. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.
- B. Expiration. This Contract shall expire at the end of the term specified in III, A hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered. However, 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.
- C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute S122A.40 shall not be applicable. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date

as determined by the School Board, and the Employee shall have no further claim or recourse.

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of salary and continuation of district paid health benefits for twelve (12) months.
- F. Resignation: The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

- A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Employee shall be entitled to payment for any hours in excess of one-hundred (100) days. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.
 - a. Vacation time is to be coordinated with the Superintendent of Schools in order to maintain a protocol for leadership within the School District.
- C. Holidays. The Employee shall be entitled to twelve (12) paid holidays each Contract year as designated by the School District.
 - New Year's Day, January 1
 - Martin Luther King Jr. Day, the third Monday in January
 - President's Day, the third Monday in February
 - Memorial Day, the last Monday in May
 - Juneteenth, June 19
 - Independence Day, July 4
 - Labor Day, the first Monday in September
 - Convention Day in October
 - Thanksgiving Day, the fourth Thursday in November
 - The day after Thanksgiving
 - Christmas Eve Day, December 24
 - Christmas Day, December 25
- D. Sick, Family & Personal Leave.
 - a. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403B Plan/457b. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan after the end of each fiscal year.

The daily rate of pay will be based on 260 days per year. upon retirement, resignation or termination of employment, any remaining amount will be contributed to the employee's 403B/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

- b. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than -thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).
- E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.
 - F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.
 - a. Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
 - G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.
 - H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.
 - I. Jury Duty:
 - a. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
 - b. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

- J. **Personal Leave.** The Employee shall be entitled to three (3) personal leave days per year;
- K. **School-Related Injuries:** 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 assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.
- V. **Insurance:**
- A. **Health & Hospitalization.** The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution equivalent to the difference between the single and family coverage annual District contribution for each of the Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.
- B. **Dental.** The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.
- C. **Life Insurance.** The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000 payable to the Employee's named beneficiary. Employer will provide an additional \$100,000 coverage to employee if requested and approved by the carrier based on insurability. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.
- D. **Long Term Disability Insurance.** The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.
- E. **Liability Insurance.** The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.
- F. **Claims Against the School District.** The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.
- VI. **Other Benefits:**
- G. **Tax-Sheltered Annuities.** The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The District shall make an employer contribution for the benefit of the Executive Director of Business Services and Operations such plan in the sum of \$12,000 for each of the contract years. The District shall make such contribution and the contribution shall be accrued by the Executive Director of Business Services and Operations in equal monthly installments.

H. Cellular Phone. The School District shall provide the Employee with a monthly allowance of \$75.00 or follow the district's cell phone policy should one be implemented, whichever is greater 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 for personal use.

I. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.

VII. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VIII. Compensation:

A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below and which is equal to 79% of the Superintendent annual salary. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

Salary		
2026-2027	2027-2028	2028-2029
\$189,600	\$193,550	\$197,500

IX. Other Provisions:

A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Executive Director of Business Services and Operations. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the 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, shall 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 limitations as provided in Minnesota Statutes, Chapter 466.

C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.

D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service to the District plus the number of remaining sick leave days remaining (not to exceed six months' pay).

Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403b/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C.


E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

X. Severability:

If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 24th day of Feb, 2026.


Executive Director of Business Services and Operations

IN WITNESS WHEREOF, we have subscribed our signatures this 24th day of Feb, 2026


School Board Chair


School Board Clerk