

# Chisholm School District School Board Meeting Agenda

Monday, July 26, 2021 at 5:00 PM  
Regular Meeting  
Chisholm School Board Room

I. Determination of Quorum and Call to Order	
II. Public Comment:	
<b>Description:</b> Welcome to this meeting of the Board of Education Independent School District #695, Chisholm School District. We are extremely pleased that you have shown an interest in school district affairs by attending this meeting. The Board of Education allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. We will provide the audience with an opportunity to request to speak. We request that before you speak to announce your name. Each speaker will be allowed five minutes unless the time limit is waived by a majority of the board members present. At a public meeting of the board, no person shall orally initiate charges or complaints against individual employees of the district or challenge instructional materials used in the district. All such charges, if presented to the board directly, shall be referred to the Superintendent for investigation and report. We would also like to remind the public that the school board is not allowed to comment on your concerns. If there are no questions, we will open the public comment section of the board meeting.	
III. Recognition of Guests and Visitors	
A. InGensa, Inc. Presentation	5
<b>Attachments:</b>	
InGensa Agreement	5
B. Kristin Hoheisel, Business Manager	
C. Alex Kaczor, Business Manager, Hibbing Public Schools	
IV. Approve Agenda	
V. Approve Minutes	
A. Approve the July 12, 2021, Regular Meeting Minutes	15
<b>Attachments:</b>	
July 12, 2021 Regular Meeting Minutes	15
B. Approve the July 12, 2021, Working Session Minutes	18
<b>Attachments:</b>	
July 12, 2021 Working Session Minutes	18

VI. Reports	
A. Superintendent's Report	
1. See Attached Report	20
<b>Attachments:</b>	
Superintendent's Report 7-26-2021	20
VII. Correspondence	
VIII. Consent Agenda	
IX. Discussion	
X. Action Agenda	
A. Approve Service Agreement Between Northern Fitness Solutions and Chisholm High School for a Maintenance Service Schedule.	21
<b>Attachments:</b>	
Northern Fitness Solutions Agreement	21
B. Various exhaust fan replacement projects	29
<b>Attachments:</b>	
20-S-0449 Chisholm Exhaust Upgrades	29
<b>Description:</b> Administration is requesting approval of the Jamar Company proposal for various exhaust fan replacement projects. Capital and taconite money will be used to fund the project. The proposal is attached.	
C. Approve the Business Services Contract Between Independent School District #695, Chisholm Public Schools, and Independent School District # 701, Hibbing Public Schools.	34
<b>Attachments:</b>	
Business Services Contract with Hibbing Public Schools	34
D. Discontinue Current Contract for Business Manager Services from Kristin Hoheisel	37
<b>Attachments:</b>	
KH Independent Contractor Amendment	37
E. Approve New Independent Contractor Consulting Agreement from Kristin Hoheisel	38
<b>Attachments:</b>	
KH Independent Contractor	38
F. Long-Term Facility Maintenance Ten-Year Plan	39
<b>Attachments:</b>	
Statement of Assurances	39

10 year expenditure	40
10 year revenue pg 3	41
10 year revenue pg 2	42
10 year revenue pg 1	43
Chisholm LTFM Resolution 2021 Pay 2022	44

**Description:** Minnesota school districts applying for Long-Term Facilities Maintenance Revenue (LTFM) under Minnesota Statutes, section 123B.595 must annually approve a ten-year revenue and expenditure plan.

G. Approve the Strategic Plan	
H. Approve Contract Between Rapp Strategies, Inc. and Independent School District #695 for Upcoming Referendum Services.	45
<b>Attachments:</b>	
Rapp Strategies Contract	45
I. Approve Essar Budget Proposal	49
<b>Attachments:</b>	
Essar Budget	49
J. Approve Professional Memberships	50
<b>Attachments:</b>	
Professional Memberships_	50
K. Approve Jesse Trunnell as Volunteer Junior High Volleyball Coach for the 2021 Season	
L. Approve Abate Tek Proposal to Remove Floor Tile and Mastic and Air Monitoring for the Vaughan Steffensrud School	51
<b>Attachments:</b>	
Abate Tek Proposal	51
M. Approve the One Year Leave of Absence for Jamie Moberg from her Current Paraprofessional Position	52
<b>Attachments:</b>	
Jamie Moberg - LoA (2)	52
N. Approve Lisa Aldrich's Application to Become a Notary for Chisholm Public Schools	53
<b>Attachments:</b>	
Notary Application	53
O. Approve the PSEO Contract with Hibbing Community College	57
<b>Attachments:</b>	

HHC PSEO Contract	57
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P. Approve 3 Year Leave of Absence for Jamie Steinberg from his Teaching and Athletic Director Positions	63
<b>Attachments:</b>	
Jamie Steinberg LOA	63

## XI. Information

A. Bus Garage Pictures	64
<b>Attachments:</b>	
Bus Garage Pictures	64

B. PSEO Enrollment :  
2020-2021 16 Seniors 14 Juniors  
2021-2022 19 Seniors 21 Juniors

C. Indicator Data Collection Review, MN Department of Education	69
<b>Attachments:</b>	
IDC Record Review	69

D. Possible Working Session Date: August 2nd or August 16th at 5:00 PM

E. Back to School Information	71
<b>Attachments:</b>	
Guidance for Back to School	71

## XII. Adjourn

## **PROJECT DEVELOPMENT AGREEMENT**

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the 26<sup>th</sup> of July, 2021, by and between **Chisholm Public Schools ISD #695** (the "District") and **InGensa, Inc.** ("Consultant").

### **RECITALS**

- A. The District desires to obtain certain professional services in connection with preparing a plan for comprehensively improving its facilities and infrastructure (the "Plan"); and
- B. Consultant desires to provide such services and has the background and experience to do so.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

#### **1. Overview and Scope of Services**

The District desires to develop and implement the Plan, including but not limited to: facilities and infrastructure assessment and planning, program management, architecture, engineering, construction management, and commissioning. To develop and implement the Plan in a timely and logical manner, the parties will undertake a two-phase approach.

The scope of work for Phase I is set forth on Attachment A hereto. The scope of work for Phase I services is referred to herein as the "Phase I Services". The purpose of Phase I is for Consultant to work with the District to formulate the Plan.

Although not part of the Phase I Services, it is anticipated that following completion of Phase I the District and Consultant will enter into definitive agreements for implementation of some or all of the facilities and infrastructure improvements identified in the Plan. Such implementation is generally referred to as Phase "II". Phase II services are contemplated to include: architectural services; mechanical, electrical, structural and civil engineering services; construction management services; and commissioning services (in accordance with Minn. Stat. § 123B.72). Phase II services would not include construction contracts. Any construction contracts associated with the implementation of Phase II work would be entered into by the District and separate construction contractors, in accordance with the District's procurement requirements.

It is the District's intent to negotiate in good faith with the Consultant in order for Consultant to provide to the District the Phase II services summarized above. Any Phase II services to be provided by Consultant to the District will be the subject of separate, mutually agreeable, definitive agreements between Consultant and the District. Any estimates of the cost of construction shall be only estimates and shall not constitute a representation or warranty regarding cost of the construction. The cost of construction of any potential project will be determined based upon competitive bids received from construction contractors for the work at issue in accordance with procurement statutes.

The District and Consultant acknowledge and agree that this Agreement and the Services furnished hereunder do not constitute the "privatization" of any of the District's government functions, or otherwise require or authorize Consultant to perform any such functions as defined in Minn. Stat. Chapter 13 ("Chapter 13") or otherwise. The District and Consultant acknowledge and agree that data created, collected, received, stored, used, maintained, or disseminated by Consultant in connection with this Agreement, but not conveyed to the District, is not subject to disclosure under Chapter 13. The District will promptly notify Consultant, and Consultant will promptly notify the District, of any Chapter 13 requests relating to the work hereunder.

**2. Compensation**

The Total Project Development Agreement amount is \$96,989. Such amount is referred to herein as the “PI Fee”. The District shall pay Consultant \$30,090, a portion of the PI Fee, in consideration of the Phase I services which will be progress billed during development. Invoices shall be payable within thirty (30) days of delivery to the District. Notwithstanding the foregoing, in the event the District enters into definitive agreements with Consultant for Phase II services within eighteen (18) months of the delivery of the Plan, the remaining PI Fee of \$66,899 shall not be payable hereunder but shall instead be added to the price of the Phase II services and shall be invoiced and collected in accordance with the definitive agreements for the Phase II services. In the event the District does not enter into definitive agreements with Consultant within eighteen (18) months of the delivery of the Plan or before a Review and Comment is submitted to the Minnesota Department of Education, the remaining PI Fee of \$66,899 will be due immediately.

**3. Time of Performance**

All Services will be performed in a timely manner. It is contemplated that the Services will be completed and that the Plan will be provided to the District for Board of Education consideration on or before October, 2021. It is further contemplated that the Board will officially consider the Plan in 2022 (FY23), unless an alternate time line is agreed to by the parties.

**4. Access**

The District will provide Consultant access to all applicable locations and facilities in order to enable Consultant to perform the Services.

**5. Ownership of Work Product**

The District and Consultant agree the work product created by Phase I and Phase II is proprietary information and may be copyrighted by Consultant. The District shall not sell, share or distribute the work product created as a result of Consultant's Services to any party, individual or entity, without the written consent of Consultant. The District has no right or title to the work product and shall not use the work product for any purpose other than in connection with a Phase II project with Consultant. Consultant has the right to use, reproduce, and to make derivative works from documents and other data generated or collected during Phase I. If Consultant seeks to use information collected during Phase I, and if such information is specific to the District or if it may be private or confidential information regarding students, employees or the District, then the consent of the District shall be required to use such information, and the District may elect not to provide consent to Consultant. Consultant shall provide, at the request of the District, electronic and hard copies of work product, including plans, specifications and construction documents, created during Phase I. The District may, after receiving Consultant's written consent, provide such documents to other professional service providers that the District may retain in order to assist with the construction, repair, maintenance, and preservation of its properties. Consultant's approval shall not be unreasonably withheld.

If Consultant or the District receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall, subject to the Minnesota Government Data Practices Act, keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to further efforts undertaken pursuant to this Agreement, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**6. Relationship with Others**

Consultant shall cooperate fully with the District, other consultants on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the District. This shall include attendance at meetings, discussions, and hearings as may be requested by the District, furnishing data as may be requested from time to time by the District to effect such cooperation and compliance with all directives issued by the District.

**7. Termination**

Either party may terminate this Agreement for any reason by giving written notice to the other party at least fifteen (15) days prior to the effective date of termination. In the event of termination, the District acknowledges that InGensa, Inc. will have incurred costs and expenses in connection with providing the Services prior to such termination and, accordingly, Consultant shall be entitled to payment from the District in an amount equal to such costs and expenses plus a 20% mark-up thereon for profit and overhead. The District shall make such payment no later than five (5) days after the effective date of termination.

**8. Independent Contractor**

The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties. Neither Consultant nor any of its employees, agents, subcontractors or representatives shall be considered employees, agents, or representatives of the District. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which it performs under this Agreement. From any amounts due Consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

**9. Changes; Extra Services**

In the event that a substantial change is made in the scope, complexity or character of the Services contemplated under this Agreement, or if it becomes necessary for Consultant to make substantial revisions to documentation completed or in progress and which have been approved by the District, such Services will be deemed "extra services". Consultant must notify the District in writing in the event of such circumstances and Consultant and the District shall negotiate in good faith the extent of such extra services and any associated adjustments to contract time and compensation.

**10. Power & Authority**

Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for the execution, delivery, and performance of this Agreement have been obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

**11. Warranty of Services**

Consultant warrants that the Services shall be performed in accordance with all applicable laws and in a timely, professional, and skilled manner that adheres to standards not less than those generally accepted in the industry. Consultant shall promptly correct any failure of the Services to conform to this warranty.

**12. Indemnity and Limitation of Liability**

Consultant shall indemnify and hold the District, its Board, officers, agents, and employees harmless against liability, causes of action, claims, damages or cost and expense arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in the performance of this Agreement.

CONSULTANT SHALL NOT BE LIABLE TO DISTRICT, NOR SHALL THE DISTRICT BE LIABLE TO THE CONSULTANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE SERVICES HEREUNDER REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF WHETHER THE CONSULTANT OR DISTRICT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF

ITS ESSENTIAL PURPOSE. CONSULTANT'S TOTAL LIABILITY TO THE DISTRICT AND THE DISTRICT'S TOTAL LIABILITY TO CONSULTANT FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) \$25,000.00, OR (ii) THE AGGREGATE AMOUNTS PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between Consultant and the District, and each party acknowledges that the other party would not have entered into this Agreement without such waivers and limitations.

The waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. District agrees that Consultant would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, without such limitations. The parties also agree that the terms of this Section 12.

### 13. Insurance

Consultant shall not commence Services under this Agreement until it has obtained at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of the District and shall be maintained by Consultant until final completion of the Services. Consultant further agrees that to protect itself, as well as the District under the indemnity section set forth above, subject to the policy terms and conditions, it shall at all times during the term of this Agreement have and keep in force:

A. Commercial General Liability, including contractual liability

1. Bodily Injury and  
Property Damage: \$1,000,000 per occurrence  
\$1,000,000 products & completed operations aggregate
2. Personal Injury  
Liability Limit: \$1,000,000 per occurrence

B. Commercial Automobile Liability (Owned, Non-owned, Hired)

Bodily Injury and  
Property Damage: \$1,000,000 per accident

C. Professional Liability

Professional liability insurance for negligent acts, errors and omissions arising out of Professional services provided by the Consultant under this Agreement with a combined single limit of \$1,000,000 per claim, \$2,000,000 aggregate.

D. Workers' Compensation

Consultant shall obtain and maintain for the duration of this Agreement statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Insurance certificates evidencing that the above insurance is in force shall be submitted for examination and approval prior to the execution of this Agreement. The District's failure to require certificates or other evidence of insurance demonstrating conformance to the coverage levels specified above alters Consultant's responsibility to comply with the insurance specifications. The District may withhold payment for failure of Consultant to furnish certificates of insurance as required above.

**14. Choice of Law**

This Agreement shall be construed in accordance with the laws of the State of Minnesota applicable to contracts made and performed in the State or Minnesota.

**15. Dispute Resolution**

Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If a single Arbitrator cannot be agreed upon, each party shall select an Arbitrator. The Arbitrators selected by the parties shall select a third Arbitrator. Each party shall be responsible for compensation of the Arbitrator selected by that party. The parties shall each be responsible for one-half of the compensation of a single Arbitrator or a third Arbitrator. Each party shall pay its own attorneys' fees. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to time. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages or remedies not available under the express terms this Agreement. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the Federal Arbitration Act. The location of the arbitration shall be in the Minneapolis/St. Paul area.

**16. Equal Employment and Nondiscrimination and Affirmative Action**

In connection with the Services under this Agreement, Consultant agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

**17. Severability; Waiver**

In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

**18. Covenant Against Contingent Fees**

Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Consultant a fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

**19. Authorized Agent of the District**

The District shall appoint an authorized agent for the purpose of administration of this Agreement. Consultant is notified of the authorized agent of the District is as follows:

Adrian Norman and/or Superintendent of Schools  
Superintendent of Schools

**20. Modification of Agreement**

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the District and by Consultant.

**21. Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between the District and Consultant relating to the subject matter hereof.

**22. Counterpart Signatures**

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

*[Remainder of page intentionally left blank. Signature page next follows.]*

IN WITNESS WHEREOF, each party has caused this Project Development Agreement to be executed by its duly authorized representative as of the date first written above.

**InGensa, Inc.**

**Independent School District No. 695**

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

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

*Printed Name:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

*Title:* President & CEO

*Title:* Superintendent

**PHASE I – Assessment**

1.0 Data Gathering & Analysis

Data gathering and analysis during the Assessment Phase will focus on the following areas:

Facility Condition	Educational Adequacy
Deferred Maintenance	Space Programming
Operational Expense Audit	Safety & Security
IAQ & ADA Compliance	Building Capacity
Interiors/Structure/Envelope	Educational Support Areas
Technology	Instructional Aids
Lots/Walks/Fields	Classroom Size
Mechanical/Electrical	Physical Attributes

2.0 Development & Stakeholder Educational Adequacy Engagement

Consultant will facilitate a series of meetings with key stakeholder groups to gather their input. The stakeholder groups may include the Board of Education, Principals, Teachers, PTSA/Site Council Representatives, Union Representatives, Special Education Representatives, Community Members and Students. During Educational Adequacy engagement sessions, participants will complete facility needs assessments and provide feedback using a variety of consultant's tools. The output of these meetings is to define a collective vision for the District, from educational needs to facility improvements.

3.0 Communications

- 3.1 Present process overview and assessment updates to the District and, as necessary and in conjunction with the District, to other stakeholder groups
- 3.2 Organize tours of other school projects, as requested
- 3.3 Provide updates to the Board of Education, as requested

In order to help control costs during the Assessment Phase, the District agrees to provide access to District personnel and internal information to the extent permitted by the law. Consultant will maintain the confidentiality of all private or confidential information.

4.0 Deliverable

A comprehensive report containing findings and general recommendations based on the above-described assessment.

## **Phase I - Plan Evaluation**

Utilizing the assessment report, Consultant will help the District formulate the Plan. Services include:

### 1.0 Presentation & Refinement of Assessment

- 1.1 Identify renovations and updates needed at each school, including cost estimates
- 1.2 Identify efficiency improvements and savings potential, including cost/benefit analysis
- 1.3 If new or replacement schools are contemplated, provide cost and budgetary estimates
- 1.4 Assist the District in identification and assessment of potential funding sources

### 2.0 Additional Development & Educational Adequacy Engagement Sessions

Utilizing professional consensus building tools and techniques, Consultant will facilitate a series of meetings, if necessary, to gather input on the preliminary assessment. The input from these meetings will be used to prepare a draft Plan. Based on feedback, Consultant will provide recommendations and revise the draft Plan as needed.

### 3.0 Communication

- 3.1 Facilitate consensus building
- 3.2 Provide input in regard to a District communications plan
- 3.3 Present draft Plan to the District and, as necessary and in conjunction with the District, to other stakeholder groups
- 3.4 Provide updates to the Board of Education, as requested

### 4.0 Deliverables

A Plan for comprehensively improving the District's facilities and infrastructure. It is expected that the Board will officially consider the Plan in 2022 (FY23). Should the District elect to move forward with the Plan, the District and Consultant shall negotiate and enter into definitive contract documents for Phase II implementation within thirty (30) days of Consultant's delivery of the Plan to the District.

**PHASE I – PDA Compensation Breakdown**

<b>SUBCONSULTANT COSTS</b>	<b>Total Costs</b>	<b>Held Cost</b>	<b>PDA "Phase I" Progress Billing</b>	<b>"Phase I" Held Costs Billing</b>	
Architecture:	\$ 25,000.00	\$ 20,000.00	\$ 5,000.00	\$ 20,000.00	ARI
Civil:	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	Larson
Structural:	\$ 6,290.00	\$ -	\$ 6,290.00	\$ -	Northland
Mechanical:	\$ -	\$ -	\$ -	\$ -	Assumes ARI
Electrical:	\$ -	\$ -	\$ -	\$ -	Assumes ARI
Building Exterior:	\$ 8,800.00	\$ -	\$ 8,800.00	\$ -	InSpec
<b>TOTALS:</b>	<b>\$ 45,590.00</b>	<b>\$ 20,000.00</b>	<b>\$ 25,590.00</b>	<b>\$ 20,000.00</b>	

<b>INGENSA COSTS</b>	<b>Total Costs</b>	<b>Held Cost</b>	<b>PDA "Phase I" Progress Billing</b>	<b>"Phase I" Held Cost Billing</b>	
*Development:	\$ 22,209.00	\$ 22,209.00	\$ -	\$ 22,209.00	
Educational Adequacy:	\$ 17,840.00	\$ 17,840.00	\$ -	\$ 17,840.00	
**Community Engagement:	\$ 11,350.00	\$ 6,850.00	\$ 4,500.00	\$ 6,850.00	
<b>TOTALS:</b>	<b>\$ 51,399.00</b>	<b>\$ 46,899.00</b>	<b>\$ 4,500.00</b>	<b>\$ 46,899.00</b>	

Total Assessment Costs \$ 96,989.00  
 Total Phase I PDA Costs \$ 30,090.00  
 Total Phase II PDA Costs \$ 66,899.00

- \* Development includes Infrastructure Assessment and Development of Options
- \*\* Includes 3 Community Engagement Meetings
- \*\*\* InGensa costs does not include markup for overhead and profit

LTFM

# Chisholm School District School Board Meeting Minutes

Monday, July 12, 2021 at 5:00 PM  
Regular Meeting  
Chisholm School Board Room

## **I. Determination of Quorum and Call to Order**

Attendance Taken at 5:01 PM. Director Sever: Present, Director Rice: Present, Director Corradi Simon: Present, Director Lappi: Present, Superintendent Norman: Present, Board Chair Rahja: Present, Business Manager Hoheisel: Present

## **II. Recognition of Guests and Visitors**

Mr. Randy Johnson, Hoglund Bus Company, Discussed the options of Purchase vs. Lease of busses.

## **III. Approve Agenda**

Moved by Director Corradi Simon, supported by Director Rice to approve the amended agenda. Motion passed unanimously.

## **IV. Approve the June 28, 2021 Regular Meeting Minutes**

Moved by Director Lappi, supported by Director Sever, to approve the June 28, 2021 Regular Meeting Minutes. Motion passed unanimously.

## **V. Reports**

### **A. Superintendent's Report**

- Met with Brian Yuretich, NLC regarding Special Education students, paras, and the Vaughan Steffensrud schedule/alignment.
- Met with Mr. Hancock to discuss the next steps going forward regarding Special Education
- Delta is offering internship opportunities for students 17 and older.
- Brian Carl of Northern Fitness Solutions, possible contract for safety check of fitness center
- Joe Phillips and I have had conversations with reps from Canvas and Schoology regarding their Learning Management Systems.
- Job Postings: Finance & Business Manager update
- Community Ed. proposal \$8,100 stipend vs. .2 FTE, Will discuss further with Mr. Provinzino, Teacher's Union President
- Will Post Indian Education Director position due to resignation

-Visited the Vaughan summer program: Officer Purdy safety conversation

**B. Long -Term Facility Maintenance** - Ten-Year Plan, Business Manager Hoheisel presentation

**C. Ingensa Update** from June 21st Community Meeting. Amended agenda to the Working Session

**D. Todd Rapp**, CEO, Rapp Strategies, Oversight and Strategic Counsel Regarding Operating Levy Referendum. Amended agenda to the Working Session

## **VI. Correspondence**

## **VII. Consent Agenda**

- A. Approve the Accounts Payable for June 8, 2021, in the Amount of \$64,476.09
- B. Approve the Accounts Payable for June 28, 2021, in the Amount of \$35,825.78
- C. Approve the Accounts Payable for July 6, 2021, in the Amount of \$174,753.21
- D. Approve the Payroll for June 15, 2021, in the Amount of \$255,257.38
- E. Approve the Payroll for June 30, 2021, in the Amount of \$206,762.35

Moved by Director Sever and supported by Director Corradi Simon to Approve the Consent Agenda which consists of the accounts payable and payroll. Motion passed unanimously.

## **IX. Action Agenda**

### **A. Security Camera Upgrades and White Boards**

Moved by Director Rice, supported by Director Lappi to approve the purchase of the Security Camera and Ugrades in the amount of \$13,700 and approve the purchase of 9 - 75" Clevertouch Interactive Whiteboards with Carts: in the amount of \$43,416.00 Misc installation costs (hardware/cables/adapters): \$1800. Motion passed unanimously.

### **B. PSEO Contract**

Moved by Director Corradi Simon, supported by Director Sever to approve the PSEO contract with Mesabi Range College. Motion passed unanimously.

### **C. Hire of Frank Cerar**

Moved by Director Lappi, supported by Director Sauter to approve the Hire of Frank Cerar, Bachelors Step 2 at \$45,226, For High School Social Studies Position. Motion passed unanimously.

### **D. Resignation of Alisha LaBarge**

Moved by Director Sever, supported by Director Corradi Simon to accept the resignation from Alisha LaBarge as the Indian Education Position, Effective June 28, 2021. Motion passed unanimously.

## **VIII. Discussion**

**IX. Information**

**A. Social Media Report Card:** Facebook

**X. Adjourn**

Moved by Director Sever, supported by Director Sauter to adjourn the meeting at 5:39 PM. Motion passed unanimously.

# Chisholm School District School Board Meeting Minutes

Monday, July 12, 2021 at 6:00 PM  
Working Session  
Chisholm School Board Room

## **I. Determination of Quorum and Call to Order**

The Working Session of the School Board was called to order at 6:01. Members present: Directors Sever, Rice, Corradi Simon, Sauter, Lappi, Superintendent Norman, Business Manager Hoheisel

## **II. Approve Agenda**

Moved by Director Lappi, supported by Director Rahja to approve the agenda.  
Motion Carried unanimously.

## **III. Discussion**

**Job Postings:** Regarding the Business Office, we have the Manager and Confidential Financial Administrative Assistant posted.

**Business Manager-**discussed the options available

**Community Education Director** - Spanish teacher needs 1 hour filled/has license. Superintendent Norman will work with union president Tim Provinzino.

### **Indian Education Director**

Post for position

### **Hibbing Option for Business Office**

Superintendent Norman talked about his meeting with Superintendent Aldrich and Business Manager Alex Kaczor. They approached him to assist with the business office duties at this time. The contract includes Mr. Kaczor and his Business Office Team. School Board members decided it was the best option at this time.

### **Ingensa**

Update from the June 21, 2021 Community Meeting. Set goals and timelines for Strategic Plan

### **Union**

Set dates for negotiations-July 28<sup>th</sup> is the tentative date at 5:00 for EdMN meeting  
Set parameters for negotiations-will discuss at the first meeting

**Essar Funds**

Alignment of Funds = Safety, Curriculum, Technology. Superintendent Norman talked about the different needs and what is most important at this time.

**Asbestos**

Vaughan Steffensrud project discussion-IEA to do an asbestos analysis

**Financial Plan**

Narrow scope & focus plan-Todd Rapp explained his options and which directions would be beneficial to the district at this point.

**Adjourn**

Moved by Director Lappi, supported by Director Corradi Simon to adjourn the meeting at 7:27 PM. Motion passed unanimously.

# Superintendent's Report

7-26-21

- Joe Schingen Contract (approve)
- SIS - Infinite Campus vs PowerSchool quote - ARCC is working with IC on this. Board chair and Hibbing Superintendent are going to ask that someone at ARCC be trained in PowerSchool
- LMS - Canvas vs Schoology quote (variable is if we switch to IC)
- Fitness Center got a new coat of paint
- From Brian Yuretich - Annual Performance Plan with MDE regarding Special Education, Chisholm was selected to review samples of Part C records to measure compliance with the requirements of the IDEA Act. The record review as reported by the district was verified by MDE as compliant and no further action required.
- Covid Protocols for Return to Learn - bus mask ALL is an order, under 12 mask, 12 and over no mask (cannot legally ask if vaccinated) Admin team will work to develop mitigation strategies and plans if a positive case response is needed by working with MDH, MDE, and St. Louis County. MIB & St Louis Co School Districts are discussing a mask optional approach with an 8 day out if negative test, stay home if symptoms, and 11 days if no test.
- Jamie Moberg = Speech - will continue to serve Chisholm for speech services @ EC & Vaughan but will be hired through the NLC. We will utilize speech partners too. This is a cost savings.
- NLC board mtg & NEASC
- Kiwanis luncheon
- Meeting with Mayor - meet & greet plus The Fieldhouse issue(s)
- Hibbing & Mesabi Community College visits with both Perkins Grants coordinators.
- Ingensa working on bid for CE entryway - (A-Phone buzz in system)
- ARI mtg regarding their services

# CHISHOLM HIGH SCHOOL

CHISHOLM, MN

SERVICE AGREEMENT

With



SALES \* SERVICE \* INSTALLATION

FLOOR DESIGN \* SERVICE CONTRACTS

REFURBISHED EQUIPMENT

LEASING OPPORTUNITIES

## INTRODUCTION TO SERVICE AGREEMENT

This service agreement for the equipment listed in Section IX herein (the "Equipment") is designed to provide your fitness and wellness facility with a monitored servicing schedule. The purpose of the routine maintenance is troubleshooting for future problems and as a provision for making necessary repairs. It will help extend the equipment's life expectancy; help to decrease "down time" and provide your facility with constantly well tuned equipment.

The reporting system of this agreement allows both parties to monitor all services completed. There is a section for the listing of itemized repairs. Another section allows for comments on any matter that needs attention. Included are the current totals for each visit. All requested parties would have the most current information.

We look forward to servicing your equipment and appreciate the opportunity to work with you in any way possible. Please contact us if you have any questions either now or during the term of your contract.

## GENERAL

It is understood and agreed that this is a service agreement only between Chisholm High School and Northern Fitness Solutions, LLC. Northern Fitness Solutions directors, officers, employees and agents shall have no liability arising out of or concerning any personal injury (including death) except as a result of Northern Fitness Solutions negligence.

It is also understood and agreed that the only warranty applicable with respect to any part or accessory for the equipment provided hereunder is the manufacturer's original warranty. Northern Fitness Solutions makes no expressed or implied warranty in respect to any part or accessory provided hereunder. Including without limitations give a warranty on as to Merchantability or Fitness for a Particular Purpose. Northern Fitness Solutions warrants that it shall exercise the same degree of care and diligence in the performance of the services herein as is ordinarily exercised by professionals in similar circumstances.

Northern Fitness Solutions shall not be liable for damage to the equipment or property on Chisholm High School premises caused by any employee, officer, agent or invitee of Chisholm High School unless such damage is a result of Northern Fitness Solutions negligence.

Chisholm High School is to indemnify and hold harmless Northern Fitness Solutions from any claims, losses, liabilities, including but not limited to, reasonable attorneys' fees or other damages arising as a result of any action or omission of Chisholm High School, its officers, directors, employees or agents in connection with this agreement.

Northern Fitness Solutions agrees to indemnify and hold harmless Chisholm High School from any claims, losses, liabilities, including, but not limited to, reasonable attorney's fees or other damages arising as a result of any action or omission of Northern Fitness Solutions, its officers, directors, employees or agents in connection with this agreement.

## **I. MANUFACTURER'S WARRANTY**

Parts and /or labor already covered by the manufacturer's original warranty on the equipment (copies available upon request) will be provided under that warranty. Please note items that are typically not covered by any manufacturer's original warranty (i.e. transportation costs, cleaning, minor adjustments, upholstery, abuse, neglect, inadequate electrical supply, improper operational procedures, or placement of equipment that leads to damage). Responsibility for all parts, labor and transportation cost after the manufacturer's original warranty expires will be Chisholm High School. Chisholm High School will also be responsible for repairs not covered under warranty due to any conditions listed above. Chisholm High School should review the manufacturer's warranty to find out what is specifically included or excluded.

## **II. COVERAGE**

Northern Fitness Solutions will make scheduled calls to the specified locations. All designated equipment will be inspected and all major and minor adjustments, including calibrations will be made to insure proper function. Grease fittings and friction points will be lubricated, and any missing or damaged parts will be noted on the technician's call report. When Chisholm High School obtains additional pieces of equipment, the new equipment can be added to the current flat rates.

## **III. SCHEDULING**

The Northern Fitness Solutions technician will check in with Chisholm High School upon arriving and before departure. During service calls, Chisholm High School will have the opportunity to ask questions and to write any comments he or she feels necessary on the technician's call report. Before the technician departs, Chisholm High School will be required to sign the report. This will show Chisholm High School has inspected all equipment serviced (item: replaced, installed, service completed) and found it to be acceptable and in good working order.

Chisholm High School will be notified if the equipment is in need of repair outside the monthly service agreement. Chisholm High School will be given the opportunity to accept or refuse the noted repairs then.

#### **IV. REPORTING**

A copy of the technician call report will be provided to Chisholm High School and any other specified personnel. This report will provide a checklist that will enable one to monitor all services completed.

#### **V. CHARGES**

This agreement covers the Northern Fitness Solutions technician travel costs. Minor adjustments and lubrication only in the flat rate charge. Any additional parts and labor costs will be the responsibility of the party according to the criteria set forth in the paragraph entitled "Manufacturer's Warranty." If a repair becomes necessary but is not covered by the manufacturer's original warranty, then that repair would be the responsibility of Chisholm High School. The rate for this repair would be subject to a labor rate of fifty dollars (\$50.00) per hour and applicable taxes. The time would start when the technician completes the responsibilities covered by the flat rate per call fee. All rates are figured on the quarter-hour. All parts will be invoiced at Northern Fitness Solutions list price plus any additional freight and transportation costs. Customers covered by this agreement will receive ten percent (10%) discount on Northern Fitness Solutions list price for all parts.

#### **VI. PAYMENT**

Chisholm High School cost for this agreement is the flat rate charge multiplied by the number of visits scheduled less any applicable discounts. The final price is represented on page seven (7) (see paragraph IX – Service Rate Schedule). This service agreement is due in full upon execution. Prices may vary upon renewal of agreement. All invoices are due upon receipt. Invoices not paid and exceeding thirty (30) days will be charged a late fee. A late fee of one and one-half percent (1-1/2%) per month, not to exceed eighteen percent (18%) annually will be charged.

## **VII. RENEWAL/CANCELLATION**

This agreement may be renewed at the end of each term provided both parties agree and parts are readily available. Either party may cancel at any time for any reason provided a written notice has been received thirty (30) days before the next scheduled call. In the event Northern Fitness Solutions was to cancel this agreement, the balance of the deposit less outstanding invoices would be refunded. Northern Fitness Solutions has the option to remove equipment from the terms of this agreement. The option would be used if we were unable to furnish the necessary parts required under this agreement. The portion of the flat rate fee for that product will be deducted from the balance of the remaining scheduled calls and refunded.

If Chisholm High School chooses to cancel the agreement before the terms of the agreement, Northern Fitness Solutions will prorate the remaining unused portion of the deposit. The refund will be one half (1/2) of that amount.

## **VIII. SERVICE REQUIRED BETWEEN SCHEDULED CALLS**

In the event that a repair is required between scheduled calls, it will be treated as a service call not provided for by this agreement. In this event, the service call charge would be the standard rate of seventy-five dollars (\$75.00) plus a labor rate of sixty-five dollars (\$65.00) per hour and applicable taxes. All rates are figured on the quarter-hour. Service calls will be subject to the mileage rate shown in Paragraph IX "Service Agreement Rate Schedule". All parts will be invoiced at the manufacture's suggested list price plus any additional freight and transportation costs. Customers covered by this agreement will receive ten percent (10%) discount off list price on all parts.

## **IX. SERVICE AGREEMENT RATE SCHEDULE**

FACILITY NAME: Chisholm High School

ADDRESS: 301 4<sup>th</sup> St SW.  
Chisholm, MN 55719

INSTALLED BY:

CONTACT PERSON: Adrian Norman

PHONE: 218-254-5726  
FAX:

1. The service call is fifty dollars (\$50.00) and covers a travel radius of thirty (30) miles from Duluth, MN. Outside this radius adds an additional fifty cents (\$.50) per mile figured on a round trip basis.
2. The hourly rate for this agreement is fifty dollars (\$50.00).
3. The minimum number of service calls to enter into an agreement is four (4).

<u>Equipment</u>	<u>Qty.</u>	<u>Hourly Rate</u>	<u>Each (\$)</u>	<u>Price (\$)</u>
1. Treadmill	2	\$50.00	\$16.67	\$33.34
2. Elliptical	2	\$50.00	\$16.67	\$33.34
4. Bike	1	\$50.00	\$12.50	\$12.50
5. Rower	1	\$50.00	\$12.50	\$12.50
6. Stepper	1	\$50.00	\$16.67	\$16.67
5. Selectorized	12	\$50.00	\$8.33	\$99.96
6. Free Weight	11	\$50.00	\$4.17	\$45.87
			Subtotal	\$254.18
			Service Call	\$50.00
			Mileage	44.00
			Visit Total	\$348.18

Recommend:

Six Visits Per Year \*      6 Visits \* \$348.18 = \$2,089.08

Four Visits Per Year \*      4 Visits \* \$348.18 = \$1,392.72

\*\* Contract includes a 10% discount on all parts needed.

**EFFECTIVE TERM DATES:**

Issued Date: August 1, 2021

Expiration Date: July 31, 2022

**PURCHASER:**

Company Name: Chisholm High School

ADDRESS: 301 4<sup>th</sup> St SW.  
Chisholm, MN 55719

Purchase Order #:

I have read and agree to comply with the criteria set forth in the preceding pages of this service agreement beginning with the first paragraph entitled "General".

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

**SERVICE COMPANY:**

Company Name: Northern Fitness Solutions, LLC

Address: P.O. Box 16081  
Duluth, MN 55816

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date



THE JAMAR COMPANY | 4701 MIKE COLALILLO DR. | DULUTH, MN 55807-2762 | PHONE 218.628.1027 | FAX 218.628.1174

April 26th, 2021

Chisholm School District  
300 SW 3<sup>rd</sup> Avenue  
Chisholm, MN 55719

Attn: George Rajkovich  
Proposal: 20-S-0049-1  
Scope: Exhaust Fan Replacement Projects  
Location: Chisholm High School and Vaughan-Steffensrud Elementary

The Jamar Company is pleased to provide the following proposal to perform the subject project as detailed below.

1. Our proposal is based on **providing/including** the following:

### **Shop Exhaust Systems Upgrades**

- A. Bench Exhaust System - Demo exterior mounted exhaust fan and exhaust duct
- B. Rework existing opening for new interior mounted exhaust fan. Install new wall sleeve, fan, backdraft damper, weather hood, and ductwork modifications. Add new damper for high pull point off the exhaust duct, tie the bench exhaust pick up into new ductwork
- C. Electrical work associated with new fan
  
- A. Main Exhaust System - Demo the exterior mounted exhaust fan and exhaust ductwork to the main trunk
- B. Provide air sampling and testing as required
- C. Rework the existing opening for the interior mounted exhaust fan. Install new wall sleeve, fan, backdraft damper and weather hood
- D. Install new exhaust ductwork from the fan to tie back into the existing main
- E. Insulation on the exhaust ductwork ten feet into the interior
- F. Electrical work associated with new fan
  
- A. Burn Table Exhaust System - Remove the existing in line exhaust fan, demo the existing exhaust ductwork to the louver opening, insulate and cover the interior side of the opening.
- B. Provide new opening behind the burn table in the window bay, install the new exhaust fan, modify the existing exhaust hood with new exhaust ductwork, exterior weather hood, backdraft damper and wall sleeve
- C. Insulation on the exhaust ductwork
- D. Electrical work associated with new fan
  
- A. Kiln Exhaust System - Demo the existing fan
- B. Install new inline high heat exhaust fan mounted in the interior exhaust ductwork, ductwork modification, exterior wall hood and backdraft damper

### General Building Exhaust System Upgrades

- A. TRANE Exhaust Fan - Demo existing TRANE exhaust fan
- B. Provide new direct drive Trane replacement fan and install on existing curb
- C. Electrical disconnect/reconnect
  
- A. Greenheck Exhaust Fan - Demo existing Greenheck exhaust fan
- B. Provide new direct drive Greenheck replacement fan and install on existing curb
- C. Electrical disconnect/reconnect
  
- A. CaptiveAire Kitchen Exhaust Fan - Demo existing belt drive fan connected to existing kitchen hood (*no work with existing hood is included*)
- B. Provide new direct drive CaptiveAire replacement fan and install on existing curb
- C. Electrical disconnect/reconnect

### Walk-in Cooler and Freezer Monitoring

- A. Provide new temperature sensors and tie back into existing BAS system
  - B. Provide low voltage wiring to new sensors
  - C. Provide alarm on existing BAS if cooler/freezer temperatures rise above setpoint for extended period of time
2. Our proposal is based on **excluding** the following:
- A. Any work with existing kitchen hood or kitchen grease duct
  - B. Abatement
  - C. Performance or payment bonds
  - D. Engineering or plan submittal
  - E. Temporary services including heat, water or utilities
  - F. Fire protection or fire alarm work
  - G. General construction work i.e. patching, painting, roofing, structural, etc.
  - H. Structural openings, support steel or lintels to support equipment or mechanical systems
  - I. Concrete work (*cutting or back-patching*)
  - J. Any infrared scanning, if required
  - K. Any other mechanical work not listed above
3. Our proposal is based on the following general **exceptions and / or clarifications**:
- A. THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Due to the existing coronavirus pandemic and resulting consequences, which include shut downs of definite and indefinite durations by the federal, state and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies or equipment, disruptions to public services, temporary suspensions of work on site or the unavailability or reduced availability of manpower, the parties agree if Jamar is hindered, prevented or delayed, at any time, in the commencement or progress of the work for a cause arising from or

related to COVID-19, including but not limited to any of the examples above, Jamar shall be entitled to an extension of the Contract time. Furthermore, to the extent the project is impacted by increased costs associated with the high demand for specified materials or any proposed substitute approved by Contractor or Owner, or if the project is suspended or experiences any other similar cost increase outside the control of Jamar, Jamar shall be entitled to additional compensation.

- B. Proposal includes current pricing on all material and equipment. Pricing on material and equipment is valid for 15 days from the date of this proposal and must be repriced if work is extended beyond that date.
  - C. Work will be conducted between the business hours of 7:00 am and 4:30 pm, Monday through Friday excluding holidays, weekends or overtime periods.
  - D. Additional work, performed by Jamar due to changes in out-of-scope items, will be performed on a lump sum or time and material basis, at your option.
  - E. In the event, after the acceptance of a purchase order, new tariffs or duties come into effect which impact the cost of materials included in the equipment or work supplied under this proposal, Jamar shall have the right to increase the overall price of such equipment or work to reflect the increased cost of such material to Jamar.
- 4. Our proposal is based on working under local union agreement.
  - 5. Our proposal does not include work with or the removal or disposal of any hazardous material. Removal and disposal of hazardous material, required to complete specified work, is a customer / owner responsibility.
  - 6. Our proposal does not include performance or payment bonds or permits.
  - 7. Payment Terms: net 30 days (*note: all invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts*).
  - 8. Please incorporate the above terms into all related purchase orders and/or contracts.

In closing, Jamar proposes to complete the subject project, as summarized above, for the firm price of **\$49,665.00 (FORTY-NINE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS)**.

We appreciate the opportunity to provide pricing for this project and look forward to discussing this project further with you. If there is any other way we can be of assistance, please contact me at (218) 391-0360.

*signature on last page*

- A. Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts.
- B. Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph E above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:
- |   |   |
|---|---|
| Workers Compensation                      | Statutory Limits                                    |
| Employer's Liability including "Stop Gap" | \$1,000,000 each accident                           |
| Commercial General Liability              | \$2,000,000 each occurrence                         |
|   | \$2,000,000 products/completed operations aggregate |
|   | \$4,000,000 general aggregate (per project)         |
| Commercial Automobile Liability           | \$2,000,000 Bodily Injury and Property Damage       |
|   | Combined Single Limit                               |
- A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.
- H. Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- I. Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN.
- J. Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.

*signature on next page*

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

**THE JAMAR COMPANY**

**Chisholm School District**

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

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

Name: Josh Aune

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

Its: Project Manager

Its: \_\_\_\_\_

Date: April 26th, 2021

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

Federal Tax ID: 41-1509431  
State Tax ID: 3186956

The Jamar Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

## **CONTRACT FOR BUSINESS SERVICES**

THIS AGREEMENT is made between Independent School District #695, Chisholm Public Schools, hereinafter referred to as “**School District**”, and Independent School District #701, hereinafter referred to as “**Contractor**”.

### **1. CONTRACTOR DUTIES**

- a. Contractor will make available to School District four staff members including Business Manager, Administrative Assistant/Employee Benefits, Payroll Clerk, and Accounts Payable Clerk
- b. Contractor will provide:
  - a. Comprehensive accounting services
  - b. Comprehensive payroll services
  - c. Administration of employee benefits
  - d. Accounts payable services
  - e. Accounts receivable/banking services
  - f. Budget preparation
  - g. Monthly financial reports to School Board
  - h. Investment of School District funds
  - i. Assistance with costing for negotiations
  - j. Minnesota Department of Education and federal reporting
  - k. Preparation of the School District levy
  - l. Coordinate the School District’s annual audit
  - m. Other by mutual agreement

### **2. SCHOOL DISTRICT DUTIES**

- a. Provide the Contractor with remote access to the School District’s finance system (SMARTFinance)
- b. Provide the Contractor with access to Minnesota Department of Education reporting usernames/passwords
- c. Provide access to online banking information
- d. Other by mutual agreement

### **3. TERMS OF SERVICE**

Term of service shall be six (6) months beginning on August 1st, 2021 and ending on February 28<sup>th</sup>, 2022 with a renewal option for an additional six (6) months.

**4. TERMINATION**

Either party may terminate this agreement at any time, with or without cause, upon sixty (60) days written notice delivered by mail or in person to the other party

**5. FEE**

The School District shall pay the contractor for the services performed in accordance with this agreement as follows:

First six months: \$6,667 per month

Additional six months: \$6,667 per moth

**6. MILEAGE**

Mileage is included in the monthly fee and the contractor shall pay its employees for travel incurred

**7. AUTHORIZED REPRESENTATIVES**

It is acknowledged that the School District's authorized agent for the purposes of administration of the agreement is Mr. Adrian Norman, Superintendent. It is acknowledged that the Contractor's authorized agent for the purpose of administration of this agreement in Mr. Richard Aldrich, Superintendent

**8. OWNERSHIP OF DOCUMENTS**

All materials prepared or developed by Contractor including computer data, correspondence and reports regarding the School District shall become the property of the School District

**9. TRAINING**

In the event the School District hires business support staff, the Contractor will provide up to two days of training to that/those individuals. Additional time for training can be purchased from the Contractor for the daily cost of an employee

**10. IN WITNESS WHEREOF**

The School District and the Contractor have executed this agreement as of the date first above written

ISD #695 Board Chair

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

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

ISD #701 Board Chair

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

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

**INDEPENDENT CONTRACTOR  
CONSULTANT AGREEMENT  
AMENDMENT**

This is an AMENDMENT to the Independent Contractor Agreement made on March 29, 2021 by and between Independent School District No. 695, Chisholm Public Schools and Kristen Hoheisel.

This AMENDMENT is made effective August 1, 2021. All items from the original agreement shall remain in effect unless identified in this AMENDMENT.

1. **DESCRIPTION OF SERVICES.** Beginning on August 1, 2021, HOHEISEL will provide the business manager consulting services to the DISTRICT on an as needed basis determined by DISTRICT or its designee. This includes but is not limited to training, guidance and assistance in the business office transition.
  
2. **PERFORMANCE OF SERVICES.** The services to be performed by HOHEISEL, shall be provided as directed and coordinated by the DISTRICT's Superintendent of Schools or its designee. The DISTRICT, by and through its Superintendent, also shall have the complete and exclusive discretion to terminate or discontinue any particular service being provided by HOHEISEL at any given time. The manner in which the services are to be performed and the specific hours to be worked by HOHEISEL shall be determined by HOHEISEL.
  
3. **PAYMENT.** DISTRICT will pay a fee of \$45.00 per hour, not to exceed forty hours per week and up to five months, to HOHEISEL for services rendered.

Party receiving services:

INDEPENDENT SCHOOL DISTRICT NO. 695, CHISHOLM PUBLIC SCHOOLS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson, Board of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Board of Education

Party providing services:  
KRISTEN HOHEISEL

\_\_\_\_\_ Date: \_\_\_\_\_  
Kristen Hoheisel

**INDEPENDENT CONTRACTOR  
CONSULTANT AGREEMENT  
AMENDMENT**

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This AMENDMENT is made effective August 1, 2021. All items from the original agreement shall remain in effect unless identified in this AMENDMENT.

1. **DESCRIPTION OF SERVICES.** Beginning on August 1, 2021, HOHEISEL will provide the business manager consulting services to the DISTRICT on an as needed basis determined by DISTRICT or its designee. This includes but is not limited to training, guidance and assistance in the business office transition.
  
2. **PERFORMANCE OF SERVICES.** The services to be performed by HOHEISEL, shall be provided as directed and coordinated by the DISTRICT's Superintendent of Schools or its designee. The DISTRICT, by and through its Superintendent, also shall have the complete and exclusive discretion to terminate or discontinue any particular service being provided by HOHEISEL at any given time. The manner in which the services are to be performed and the specific hours to be worked by HOHEISEL shall be determined by HOHEISEL.
  
3. **PAYMENT.** DISTRICT will pay a fee of \$45.00 per hour, not to exceed forty hours per week and up to five months, to HOHEISEL for services rendered.

Party receiving services:

INDEPENDENT SCHOOL DISTRICT NO. 695, CHISHOLM PUBLIC SCHOOLS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson, Board of Education

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Board of Education

Party providing services:

KRISTEN HOHEISEL

\_\_\_\_\_ Date: \_\_\_\_\_  
Kristen Hoheisel



## Fiscal Year (FY) 2023 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

**General Information:** Minnesota school districts, intermediate school districts, cooperative districts, applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2021. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

### Identification Information

Name of District or Cooperative: <b>Chisholm Public Schools</b>	District Number and Type: <b>0695</b>	Date Submitted: <b>07/26/21</b>
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### Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2023 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2023 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. § 121A.335). **The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.**

### Certification of Statement of Assurances

Signature – <b>Must be signed</b> by Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print) <b>Adrian Norman</b>	Date: <b>07/26/21</b>
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FY 23 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection										Revised 5/12/2021													
695 <= Type in School District Number	CHISHOLM PUBLIC SCHOOL DISTRICT																						
Calculations for Ten Year Projection																							
	Pay 21	if requiring levy adjustments	Payable 2021 LLC Certification	Current Estimate	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031									
59 Total General Fund Aid = (46) - (53)	493																						
60 General Fund Equalized Levy = (58) * (41)	494																						
61 General Fund Unequalized Levy = (57) - (58)	495				98,501	103,338	101,238	99,296	102,761	100,976	99,348	33,297	33,230	70,949									
62 Total General Fund Levy = (60) + (61)	496				98,501	103,338	101,238	99,296	102,761	100,976	99,348	33,297	33,230	70,949									
<b>Notes:</b> 1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid. 2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan. 3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.																							

FY 23 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection		Revised 5/12/2021												
695 <= Type in School District Number	CHISHOLM PUBLIC SCHOOL DISTRICT	Pay 21	Change only if requiring levy adjustments	Payable 2021 LLC Certification FY 2022	Current Estimate FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
<b>Calculations for Ten Year Projection</b> 1 Type your district number in cell A2 (Minneapolis = 1.2) 2 Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b 3 Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33 4 Look-up data from following tabs														
5	Initial Formula Revenue			791.60	799.77	804.21	804.21	804.21	804.21	804.21	804.21	804.21	804.21	804.21
6	Current Year APU													
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)				799.77	804.21	804.21	804.21	804.21	804.21	804.21	804.21	804.21	804.21
6b	Total Adjusted Pupil Units = (6) + (6a)			95.90	95.90	96.90	97.90	98.90	99.90	100.90	101.90	102.90	103.90	104.90
7	District average building age (uncapped)			\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
8	Formula allowance			452	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
9	Building age ratio = (lesser of 1 or (7) / 35)			453	303,914	305,601	305,601	305,601	305,601	305,601	305,601	305,601	305,601	305,601
10	Initial revenue = (6) * (8) * (9)													
11	Added revenue for Eligible H&S Projects > \$100,000 / site													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess				702									
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)				756									
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)				701									
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)				755									
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAOFAA Bonds" tab				105,000	131,250	136,500	136,500	876,750	876,750	876,750	687,750		
16b	New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue													
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)				767	105,000	131,250	136,500	876,750	876,750	876,750	687,750		
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site				455									
19	Total additional revenue for eligible H&S projects > \$100,000 / site (12) - (13) + (14) - (15) + (17) + (18)				456	105,000	131,250	136,500	876,750	876,750	876,750	687,750		
<b>Added revenue for Pre-K remodeling (for VPK approvals only)</b>														
20a	Net debt service for bonds approved for Pre-K remodeling				768									
20b	Pay as you go for projects approved for Pre-K remodeling				457									
20c	Total Pre-K revenue													
20d	Total New Law Revenue (10) + (19) + (20c)				458	408,914	436,851	442,101	442,101	1,182,351	1,182,351	993,351	305,601	305,601



EXTRACT OF MINUTES OF MEETING OF  
SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT #695  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of School Board of Independent School District No. 695 State of Minnesota, was held on \_\_\_\_\_ 2021, at \_\_\_\_\_ clock p.m., for the purpose, in part, of approving the Chisholm Public School District No. 695's long term facility maintenance revenue ten year plan.

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CHISHOLM PUBLIC SCHOOL DISTRICT  
NO. 695'S LONG TERM FACILITY MAINTENANCE REVENUE TEN YEAR  
PLAN

BE IT RESOLVED by the School Board of Independent School District No. 695, State of Minnesota, as follows:

The school board of Chisholm Public School District No. 695 has approved a long term facility maintenance revenue ten year plan for its facilities for the 2022-2023 school year in the amount of \$436,851. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF St. Louis

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 695, State of Minnesota, hereby attest that the preceding information is accurate.

WITNESS MY HAND officially as such Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clerk

Independent School District No. 695



July 9, 2021

Superintendent Adrian Norman  
Independent School District 695  
300 SW 3<sup>rd</sup> Ave.  
Chisholm, MN 55719

Dear Superintendent Norman:

This letter is the agreement (“Agreement”) between Rapp Strategies, Inc. (“Rapp Strategies”) and Independent School District No. 695, Chisholm (“Client”) wherein Rapp Strategies will provide the services to the Client described substantially in paragraph Number 1, below. This Agreement shall be effective from July 12, 2021 until November 5, 2021.

1. Rapp Strategies is being retained by the Client to provide communications services to support Client's public outreach and community engagement program leading up to its operating levy referendum on November 2, 2021. Rapp Strategies will provide the following services:
  - Launch/strategy call with district leadership;
  - Drafting a core messaging document;
  - Creating a name for the proposal/communications program;
  - An editorial calendar for all traditional and digital media activities.
  - A social media guide;
  - Designing and populating a referendum microsite (preferably working with your financial consultant on an embedded tax calculator);
  - Creating a public fact sheet and FAQ;
  - Creating three newspaper columns;
  - Creating six letters to the editor templates;
  - Draft weekly social media posts;
  - Creating a 12-15 slide PowerPoint presentation for community meetings; and
  - Monthly calls in August, September and October to manage issues that arise.

Anna Shay, Account Executive, will lead the development of the work described in paragraph Number 1 and serve as the day-to-day contact on behalf of Rapp Strategies. President and Chief Executive Officer, Todd Rapp will provide oversight and strategic counsel and other Rapp Strategies staff may be used as necessary in consultation with Client. Adrian Norman, Superintendent, will be the day-to-day contact on behalf of Client.



2. Client shall pay Rapp Strategies \$9,500 for professional fees and ordinary office expenses related to services described in paragraph Number 1. The fee will be invoiced in two separate monthly installments at the end of August and the remainder in October 2021.
3. Client shall submit payment to Rapp Strategies within thirty (30) days of the invoice date. Overdue invoices incur a service charge of 1.5% per month (18% annually). The Client agrees to reimburse Rapp Strategies for all expenses, including reasonable attorney's fees, incurred in the collection of any overdue and unpaid balance. This section shall survive the termination or expiration of this Agreement.
4. Third-party vendor costs, including but not limited to printing, mailing, advertising, web site hosting and URL fees, and other such costs are not included in Rapp Strategies' fee described in paragraph Number 2. Client shall be responsible for the payment of all third-party vendor costs, unless otherwise agreed to in writing by Rapp Strategies and Client.
5. Rapp Strategies may provide the Client with access to third-party vendors by contracting directly with such vendors on the behalf of the Client. In doing so, Rapp Strategies provides the Client with access to Rapp Strategies' relationships with such vendors, allowing the Client access to potentially significant cost savings such as avoiding set-up expenses and other account initiation fees. On behalf of the Client, Rapp Strategies will manage the vendor's services, handle billing arrangements and provide for timely payment to the vendor. In consideration for the Client's access to such cost savings and to offset the expense of managing vendor invoices and pre-payment, Rapp Strategies will add a mark-up of fifteen percent (15%) to the vendor's invoice when Rapp Strategies bills the Client for such vendor's services. Rapp Strategies is not reselling the vendor's services and the vendor's invoice will include sales tax as appropriate. When Rapp Strategies and the Client mutually agree, the Client may contract with and pay bills directly to such vendor, foregoing Rapp Strategies' mark-up described in this paragraph.
6. In the event the Client discovers any potential errors in or has questions about an invoice, the Client agrees to submit, in writing prior to the due date provided on the invoice, (i) the dollar amount of the suspected error or transaction needing documentation, and (ii) a description of the suspected billing error and/or an explanation of why additional documentation is requested. The Client agrees that if it does not notify Rapp Strategies of any suspected error within thirty (30) days of the date of the invoice, then it foregoes any rights to dispute such error.
7. Rapp Strategies will maintain accurate records of all work performed for the Client and out-of-pocket expenses incurred on the Client's behalf and will make these records available for inspection for up to one (1) year following the date of any work performed. The Client agrees that it will not be entitled to access to confidential Rapp Strategies information, including salary or overhead information.
8. To the extent Rapp Strategies is asked by Client's legal counsel to perform public relations strategy and functions in support of legal actions involving the Client, Rapp Strategies will make all reasonable efforts to protect this work from disclosure to third parties using the attorney work product doctrine.
9. Rapp Strategies will make all reasonable efforts to preserve confidential information provided by the Client or developed by Rapp Strategies on behalf of the Client.



"Confidential Information" means all non-public information, including, but not limited to, product information, customer information, financial information, business and marketing plans, production plans and methods, customer lists, business contacts, fee schedules, personnel information, on-site and off-site computer data, computer usernames and passwords, business systems and techniques, and any documents labeled or stamped "trade secrets," "proprietary," or "confidential." Rapp Strategies acknowledges and agrees that in connection with the provision of the services to the Client, Rapp Strategies shall not, during the term or thereafter, use, publish, otherwise disclose, or utilize in any way, any of the Client's Confidential Information, at any time during or after the term of this Agreement, and continuing for so long as the Client continues to reasonably maintain the non-public nature of such Confidential Information, except as necessary to provide the services hereunder. Upon termination of this Agreement and at the request of the Client, Rapp Strategies shall return to the Client any of the Client's Confidential Information in its possession.

10. Rapp Strategies will not and shall not be expected to undertake activities to verify the accuracy of any information supplied to it by the Client and is entitled to rely on such submission in the discharge of its services.
11. The Client agrees to indemnify, defend and hold harmless Rapp Strategies, together with its shareholders, officers, employees, agents, successors and assigns, from and against any loss, claim, suit, judgment, proceeding, investigation, liability, cost and expense (including the immediate assumption and payment of any Rapp Strategies legal expenses and attorney's fees and out-of-pocket costs and expenses), penalty, damage, settlement or obligation of any kind or nature that arises from or is incurred as a result of (i) any act or omission (or alleged act or omission) of the Client, its agents or affiliates, (ii) any information provided by the Client to Rapp Strategies or approved and/or adopted by the Client, or (iii) representations made by the Client to Rapp Strategies or to any third party. This indemnification shall include payment for time spent by Rapp Strategies personnel in connection with any such matter (including time spent in responding to subpoenas and preparing for and providing testimony in depositions and at trial) at the hourly rates specified for such personnel in this Agreement. This section shall survive the termination or expiration of this Agreement.
12. Rapp Strategies will provide website design services using a Squarespace template to be published on the Client's account on an Internet Service Provider (ISP) hosting service. In accordance with the Squarespace Terms and Conditions, the Client will own the website and the content thereof. The Client will be solely responsible for maintaining the website and purchasing and renewing the URL(s) and hosting services through the appropriate third-party vendors. The Client will authorize Rapp Strategies to access the relevant website account(s), and authorizes the Client's hosting service to provide Rapp Strategies with access to the Client's account(s) so that design services may be performed and client-approved content may be populated to the website.
13. Rapp Strategies is providing website design services "as is" and makes no warranties or representations, either express or implied, that the website will be uninterrupted, error-free, free from viruses or other harmful components. In no event will Rapp Strategies be liable for any damages arising out of the operation of or inability to operate the website, including, but not limited to, client-approved content, service interruptions, security issues, or hacking. This section shall survive the termination or expiration of this Agreement.



14. This Agreement may be terminated at any time following the receipt of written notice to the address of Rapp Strategies (in the case of termination by the Client) or the Client (in the case of termination by Rapp Strategies) provided above; however, any amounts otherwise due to Rapp Strategies, irrespective of whether such amounts have been invoiced to the Client as of the date of any termination, shall remain due and payable upon the terms described herein.
15. This Agreement constitutes the whole agreement between the Client and Rapp Strategies with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them. No amendment of this Agreement will be effective unless mutually agreed to in writing by Client and Rapp Strategies.
16. If any court or competent authority finds that any provision (or part of any provision) of this Agreement is illegal, invalid or unenforceable, that provision or part provision, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Agreement will not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the Client and Rapp Strategies will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the original intention.
17. This Agreement is made and entered into in the State of Minnesota and the parties hereto agree the laws thereof shall govern it. Any action to enforce this Agreement shall take place in the courts of the state of Minnesota located in Hennepin County, Minnesota, or in the U.S. District Court located in Minneapolis, Minnesota.

Sincerely,

Rapp Strategies, Inc.

A handwritten signature in black ink, appearing to read 'Todd Rapp', is written over a horizontal line.

By: Todd Rapp, CEO  
Date: July 9, 2021

Accepted as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the "Client", described above.

Signed: \_\_\_\_\_

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

Its: \_\_\_\_\_

## Options for Federal Funds

		<u>Board Approval</u>
IT Director	\$ 90,000	(6/12/21 - budget)
Summer programming	\$ 60,000	(6/12/21 - budget)
Summer curriculum	\$ 5,000	(6/12/21 - budget)
MSHSL additional fees	\$ 5,000	(6/12/21 - budget)
<b>*Curriculum specialist (FY22,23,24)</b>	<b>\$560,000</b>	
<b>*Social Studies teacher (FY22,23,24)</b>	<b>\$280,000</b>	<b>(6/12/21)</b>
<b>*Canvas to warehouse content (FY22,23,24)</b>	<b>\$ 21,000</b>	
<b>*Purchase or lease of a new bus</b>	<b>\$ 95,000</b>	
<b>*Security camera upgrades</b>	<b>\$ 13,700</b>	<b>\$13,700 (7/12/21)</b>
<b>*Whiteboards</b>	<b>\$ 60,000</b>	<b>\$45,216 (7/12/21)</b>
<b>*Air conditioning in shop office</b>	<b>\$ 5,000</b>	
<b>*Annual curriculum replacement</b>	<b>\$100,000</b>	
Math = \$30,000		
Science = \$30,000		
Social Studies = \$20,000		
English Language Arts = \$20,000		
<b>*TOTAL OF LIST</b>	<b>\$1,134,700</b>	

Additional Funding since original presentation:

GEER - Expanded summer programming (FIN 162)	\$ 86,560	
Governor's discretionary summer and mental health (FIN 150)	\$ 24,281	

**Technology -- Transportation -- Security/Safety -- Curriculum -- Summer Programming**

## Approve the Following Professional Memberships:

MASA - Minnesota Association of School Administrators = \$860.00

MREA - Minnesota Rural Education Association = \$941.00 the 1st year and \$1,882 Annually

MN BOSA - Minnesota Board of School Administrators = \$100

MSBA - Minnesota School Board Association =     Dues \$3,986  
  Policy Support \$730  
  Board Book Subscription \$2,100

Total to MSBA = \$6,816

PROPOSAL  
JUNE 21ST 2021



**TO:**  
**CHISHOLM SCHOOL DISTRICT**

**Project Property:**  
**VAUGHN SCHOOL**  
**CHISHOLM MN**

We propose to abate as specified, per all local, Federal and State regulations.

The proposal does include the proper disposal of such materials in a licensed landfill, labor, notification to the State of Minnesota if applicable and materials.

SCOPE OF WORK-

REMOVAL OF APPROX 800 SQ FT OF ASBESTOS FLOOR TILE AND MASTIC (4800.00)

THIRD PARTY AIR MONITORING 2 DAYS WITH TEM CLEARANCE (1800.00)

**NOTES:**  
**TOTAL 6600.00**  
**Quote is good for 30 days**

Balance due upon completion.

If this is acceptable please sign and date below and return a copy to our office either by fax **(218) 262 1273** or email [Matt@Abatetek.com](mailto:Matt@Abatetek.com)

**X**  
Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Thank you for the opportunity to bid this project  
Matthew Cuffe  
218-929-2900

ISD 695 School Board  
300 3rd Avenue SW  
Chisholm, MN 55746

July 21, 2021

Dear Members of the Chisholm School Board,

I would like to formally request a one-year leave of absence from my position as a paraprofessional, beginning July 26, 2021.

I have served as the speech paraprofessional in Chisholm for the past ten years and recently completed my education to become a speech-language pathology assistant. I've been offered an SLPA position by the Northland Learning Center, which I have accepted. This role will allow me to continue working with students in Chisholm, providing in-person speech services under the supervision of a qualified speech-language pathologist. I look forward to beginning this new endeavor!

Thank you for your consideration.

Sincerely,

Jamie Moberg

# Notary Commission Application

The data which you furnish on this form will be used by the Office of the Secretary of State and the Department of Commerce to assess your qualifications for a commission. The information on this form, including your name and designated address, is public pursuant to Minnesota Statutes, Chapter 13.

## A. Application (Mark the box that applies to you)

- New Appointment**   
  **Reappointment**   
  **Renewal**   
  **Address Change**   
  **Name Change**
- Fee: \$120                     
 Fee: \$120                     
 Fee: \$120                     
 No Fee                     
 No Fee
- (Commission has expired)   
 Can renew online at   
 Can update online at   
 notary.sos.state.mn.us   
 notary.sos.state.mn.us   
 (Attach documentation)

## B. Commission Number (Required for reappointment, renewal, address change and name change)

Current Commission Number
---------------------------

## C. Applicant Information — List your name the way it appears on your driver's license, tax returns and legal documents

First Name Lisa	Middle Name or Initial Ellen	Last Name Aldrich
Residential Street Address (PO Box must include Rural Route or Street Address) 7133 Ellen Lane		
City Side Lake	State MN	ZIP 55781
Date of Birth (applicant must be 18 years old) mo/day/yr 10/14/1971	Telephone w/ area code 218-969-7471	Email laldrich@chisholm.k12.mn.us
County of Residence ( Non-residents must list a Minnesota County he or she will be filing in upon receiving their notary commission from the Office of the Secretary of State) St. Louis		

## D. Business Name and Address — This information is optional and applies if notarization is a function of your job

Business Name Independent School District #695		
Address (Business location where the notary conducts business, PO Box must include rural route or street address) 300 South West 3rd Avenue		Telephone w / area code 218-254-5726
City Chisholm	State MN	ZIP 55719

Choose the address you would like displayed alongside your name on the Office of the Minnesota Secretary of State website. Failure to indicate a preference will result in an incomplete application.

- Residential   
  Business

## E. Former Residential Address (Required if filing an address change. PO Box must include rural route or street address)

--

## F. Former Name (Required if filing a name change. Must attach legal document showing name change, e.g. copy of marriage certificate, divorce decree, driver's license, court order, etc.)

--

## ALL APPLICANTS MUST ANSWER QUESTIONS 1-4

**NOTE:** You do not need to answer YES below if the answer is due to an event(s) that occurred PRIOR to your last approved application to be a notary public and after having submitted the supporting documentation. However, if new issues leading to a YES response have occurred since then, you must file this Notary Application form, including YES answer(s) and provide the supporting documentation that is requested.

**If the answer to any question is YES, you must attach an explanation including the specific dates, charges, resolution, attach copies of legal documentation and complete the background check form. All items including these answered questions, Notary Application, Background Check Form and supporting documentation when applicable, must be mailed together to the Office of the Secretary of State.**

<p><b>1. Have you ever been the subject of any inquiry or investigation by any state agency?</b> If yes, submit a written statement explaining the circumstances of incident and copies of Department letters or order which demonstrate the final resolution of the matter.</p>	<p><b>YES</b> <b>NO</b> <input type="checkbox"/> <input checked="" type="checkbox"/></p>
<p><b>2. Have you or has any occupational license held by you been censured, suspended, revoked, canceled, terminated or otherwise been the subject to any type of administrative action in any state including Minnesota?</b> If yes, submit: A. a written statement explaining in detail the type of license and the circumstances of each incident. B. a copy of the notice of hearing or other document that states the charges and allegations. C. a copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<p><b>YES</b> <b>NO</b> <input type="checkbox"/> <input checked="" type="checkbox"/></p>
<p><b>3. Have you ever been charged with, or convicted of, or been indicted for, or entered a plea to, any criminal offense (felony, gross misdemeanor or misdemeanor), in any State or Federal Court? You may exclude the following misdemeanor convictions or pending misdemeanor charges: traffic citations, DUI, DWI or driving without a license, reckless driving, or driving with a suspended or revoked license. You may also exclude juvenile adjudications (offenses where you were adjudicated delinquent in a juvenile court).</b> If yes, submit: A. a written statement explaining in detail the circumstances of incident, copies of police report and charging documents. <i>If no longer on file, submit a statement as such from the charging authority on their letterhead.</i> B. copies of the sentencing and disposition documents. <i>Register of Actions is not acceptable unless it contains an official court stamp confirming that it is the only document available.</i> If currently on probation, attach letter from probation officer stating compliance with terms of probation. If not currently on probation, state you are not on probation.</p>	<p><b>YES</b> <b>NO</b> <input type="checkbox"/> <input checked="" type="checkbox"/></p>
<p><b>4. Have you been a defendant in any lawsuit involving claims of fraud, misrepresentation, conversion, mismanagement of funds, breach of fiduciary duty or breach of contract?</b> If yes, submit: A. a written statement explaining in detail the circumstances of incident. B. a copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, or mediation proceeding. C. a copy of the official documents, which demonstrate the resolution of the charges or any final judgement.</p>	<p><b>YES</b> <b>NO</b> <input type="checkbox"/> <input checked="" type="checkbox"/></p>





# Criminal Background Check Form

This form only needs to be completed by notary public applicants if there is a YES answer to any of the four questions listed on the signature page of the notary application.

The Department of Commerce uses this information to conduct criminal history checks.

PLEASE PRINT

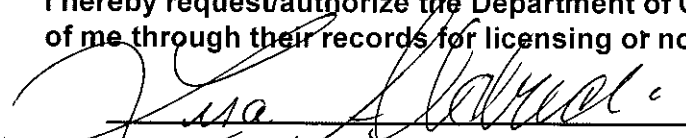
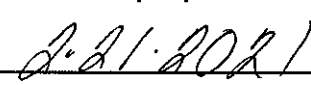
Provide complete legal name of applicant		
Last Name <b>Lisa</b>	First Name <b>Ellen</b>	Middle Name <b>Aldrich</b>
Date of Birth (mo/day/yr) <b>10/14/1971</b>		
Type of Application <b>Notary Commission</b>		

THE FOLLOWING CERTIFICATION AND AUTHORIZATION MUST BE SIGNED BY APPLICANTS AUTHORIZING A BACKGROUND CHECK:

I, the undersigned, have made application to the Office of the Secretary of State for a regulated notary commission.

I certify that I have provided complete and accurate answers to all questions on my application.

I hereby request/authorize the Department of Commerce to conduct a background check of me through their records for licensing or notary commission purposes.

 \_\_\_\_\_  \_\_\_\_\_  
Signature of Applicant Date

MAILING INSTRUCTIONS:

This form should be completed and mailed along with the Notary Application to:

Minnesota Secretary of State - Notary  
Retirement Systems of Minnesota Building  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

1 STATE OF MINNESOTA

2 MINNESOTA STATE COLLEGES AND UNIVERSITIES

3 Hibbing Community College

4 INCOME CONTRACT

5 FOR POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT

6 This contract is by and between Chisholm High School, Independent School District Number 695;  
7 300 3<sup>rd</sup> Avenue SW; Chisholm, MN 55719 (hereinafter "SCHOOL DISTRICT") and the State of  
8 Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities,  
9 on behalf of Hibbing Community College (hereinafter "COLLEGE/UNIVERSITY"). This  
10 contract does not apply to concurrent enrollment courses.

11 WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by  
12 COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State  
13 Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

14 WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into income contracts pursuant  
15 to Minnesota Statutes, Chapter 136F;

16 NOW, THEREFORE, it is agreed:

17 I. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the  
18 following:

- 19 a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S.  
20 124D.09) (Attachment A) and Minnesota State Board Policy 3.5 and System  
21 Procedure 3.5.1 (Attachment B).  
22

23 II. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide  
24 the following:

- 25 a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S.  
26 124D.09) (Attachment A) and Minnesota State Board Policy 3.5 and System  
27 Procedure 3.5.1 (Attachment B).  
28

29 III. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL  
30 DISTRICT and the COLLEGE/UNIVERSITY agree to:

- 31 a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S.  
 32 124D.09) (Attachment A) and Minnesota State Board Policy 3.5 and System  
 33 Procedure 3.5.1 (Attachment B); and all other duties as stipulated in Attachment  
 34 C.  
 35

36 IV. CONSIDERATION AND TERMS OF PAYMENT.

37 A. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this  
 38 contract shall be paid by the SCHOOL DISTRICT limited to the courses listed in  
 39 Attachment D as follows:  
 40

41 1) The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the  
 42 respective academic year rate for tuition, fees, and textbook rental per credit hour per  
 43 student as follows.  
 44

Academic Year	Rate
2021-22	\$221.87 per semester credit

45 2) Additional fees required for students to complete course(s) shall be negotiated between  
 46 the two parties and described here.  
 47

48 3) Other non-required costs related to course specific software and tools are the  
 49 responsibility of the student and described here.  
 50

51 B. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:  
 52

53 1) Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT  
 54 by **December 1, 2021** in the fall and **May 1, 2022** in the spring.  
 55

56 2) Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the  
 57 tuition/fees/textbooks charge for each semester will be made within **thirty (30) days**  
 58 of the SCHOOL DISTRICT receiving the invoice.  
 59

60 V. TERM OF CONTRACT. This contract shall be effective on **August 23, 2021** or upon the date  
 61 that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever  
 62 occurs later, and shall remain in effect until **May 13, 2022**, or until all obligations set forth  
 63 in this contract have been satisfactorily fulfilled, whichever occurs first. The  
 64 COLLEGE/UNIVERSITY understands that NO work should begin under this contract until  
 65 ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified  
 66 to begin work by the SCHOOL DISTRICT's Authorized Representative.  
 67

68 This agreement is effective for the **2021-2022** Academic Year(s).  
 69  
 70

71 VI. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or  
72 the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days'  
73 written notice to the other party. In the event of such a cancellation, the  
74 COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis,  
75 for work or services satisfactorily performed.  
76

77 VII. AUTHORIZED REPRESENTATIVES.

78  
79 THE COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The  
80 COLLEGE'S Authorized Representative for the purposes of administration of this  
81 contract is:

82 Name: Aaron Reini, Provost  
83 Address: 1515 East 25<sup>th</sup> Street; Hibbing, MN 55746  
84 Telephone: 218.262.7362  
85 E-Mail: aaronreini@hibbing.edu  
86 Fax: 218.263.2995  
87

88 THE SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL  
89 DISTRICT'S Authorized Representative for the purposes of administration of this  
90 contract is:

91 Name: Mr. Adrian Norman, Superintendent  
92 Address: 300 3<sup>rd</sup> Avenue Southwest; Chisholm, MN 55719  
93 Telephone: 218.254.5726 extension 2900  
94 E-Mail: anorman@chisholm.k12.mn.us  
95 Fax: 218.254.3741  
96

97 The SCHOOL DISTRICT'S Authorized Representative shall have final authority for  
98 acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted  
99 as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph  
100 B.  
101

102 VIII. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or  
103 obligations under this contract without the prior written consent of the  
104 COLLEGE/UNIVERSITY.  
105

106 IX. LIABILITY. Each party will be responsible for its own acts and behavior and the results  
107 thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is  
108 governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable  
109 laws.

110 X. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The  
111 SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101,  
112 et seq. and regulations promulgated pursuant to it for educational services it provides to its  
113 students. The COLLEGE/UNIVERSITY will inform students of support services available

114 at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to  
115 compliance with the ADA beyond its own routine use of facilities, services, or other areas  
116 covered by the ADA.

117 XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be  
118 executed by the same parties who executed the original contract or their successors in  
119 office.

120 XII. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the  
121 Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to  
122 all data provided by either party in accordance with this contract, and as it applies to all  
123 data, created, collected, received, stored, used, maintained, or disseminated by either party  
124 in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08,  
125 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT  
126 or the COLLEGE/UNIVERSITY. In the event either party receives a request to release  
127 the data referred to in this Article, the receiving party must immediately notify the other  
128 and receive instructions from the other party concerning the release of the data to the  
129 requesting party before the data is released.

130 XIII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State  
131 of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach  
132 thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County,  
133 Minnesota.

134 XIV. AUDITS. The books, records, documents, and accounting procedures and practices of  
135 either party relevant to this contract shall be subject to examination by the contracting  
136 department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State  
137 Auditor for the SCHOOL DISTRICT.

138 XV. OTHER PROVISIONS. (Attach additional page(s) if necessary):

139 IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to  
140 be bound thereby.

141  
142  
143  
144  
145  
146  
147  
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149  
150  
151  
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153  
154

155 **APPROVED:**

156

157 **1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

158 Hibbing Community College

159

By (authorized college/university/office of the chancellor initiating agreement)
Title
Date

160

161 **2. SCHOOL DISTRICT:**

162 **School District certifies that the appropriate person(s) have executed the contract on**  
163 **behalf of the School District as required by applicable articles, by-laws, resolutions, or**  
164 **ordinances.**

165

By (authorized signature)
Title
Date

166

167 **3. AS TO FORM AND EXECUTION:**

By (authorized college/university/office of the chancellor initiating agreement)
Title
Date



July 22, 2021

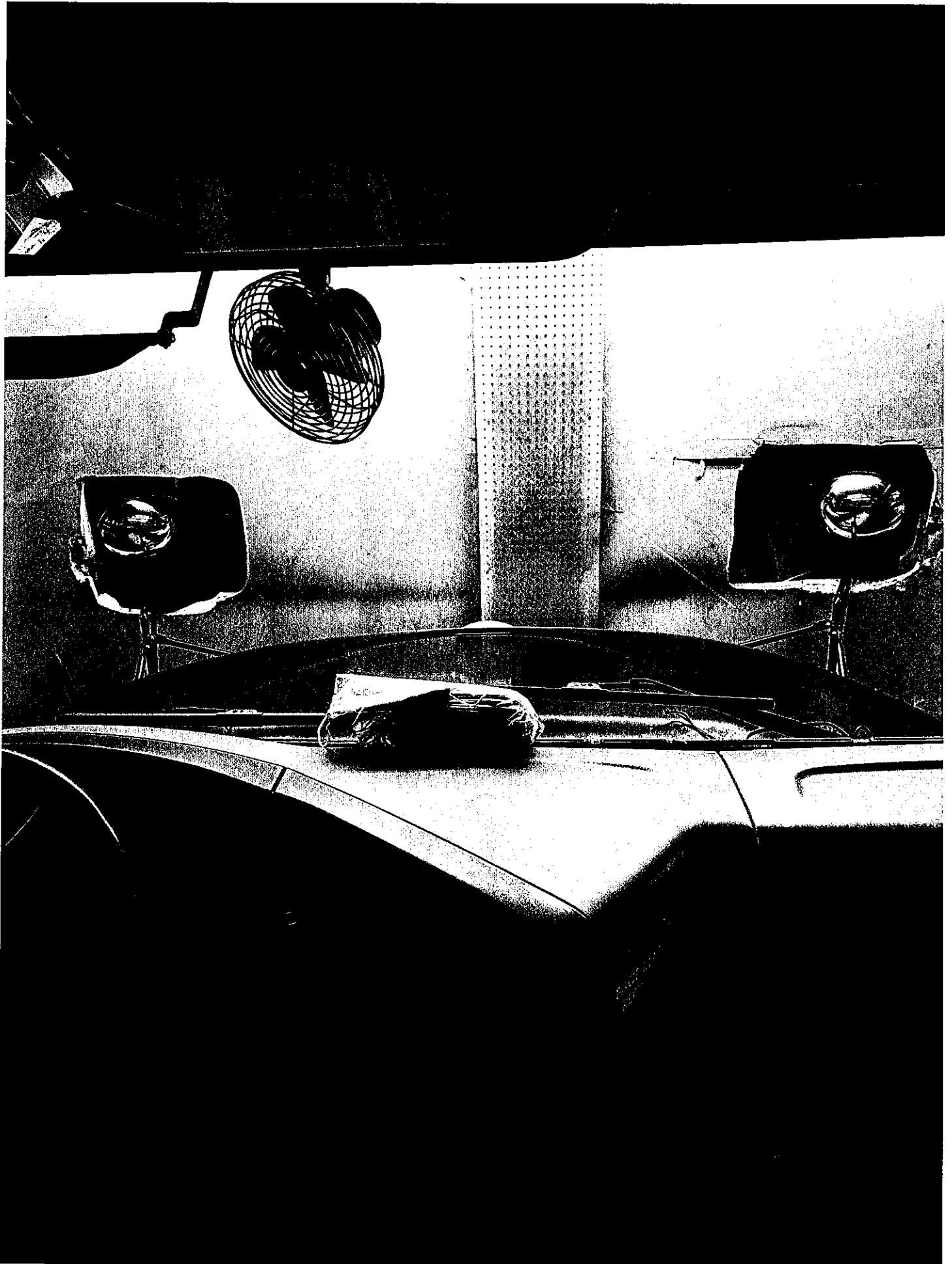
Dear ISD 695 Board Members

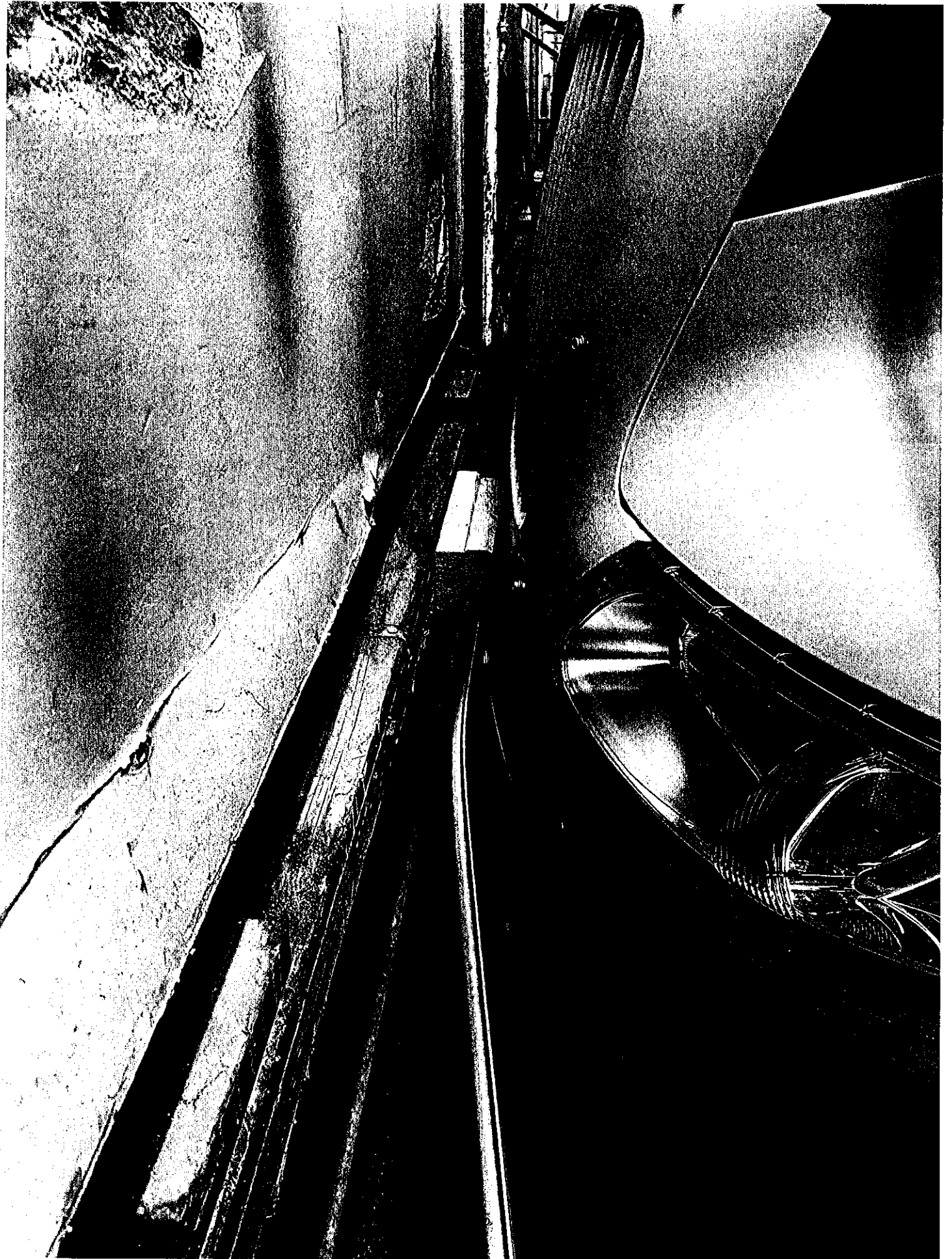
I am writing to request a 3 year leave of absence from the School District per Minnesota State Statute starting August 1<sup>st</sup>, 2021 until August 1<sup>st</sup>, 2024. I have decided to take on a new professional opportunity to advance my career and am excited about this adventure. I have enjoyed my work and experiences as a Teacher, Activities Director, & Coach within the Chisholm schools.

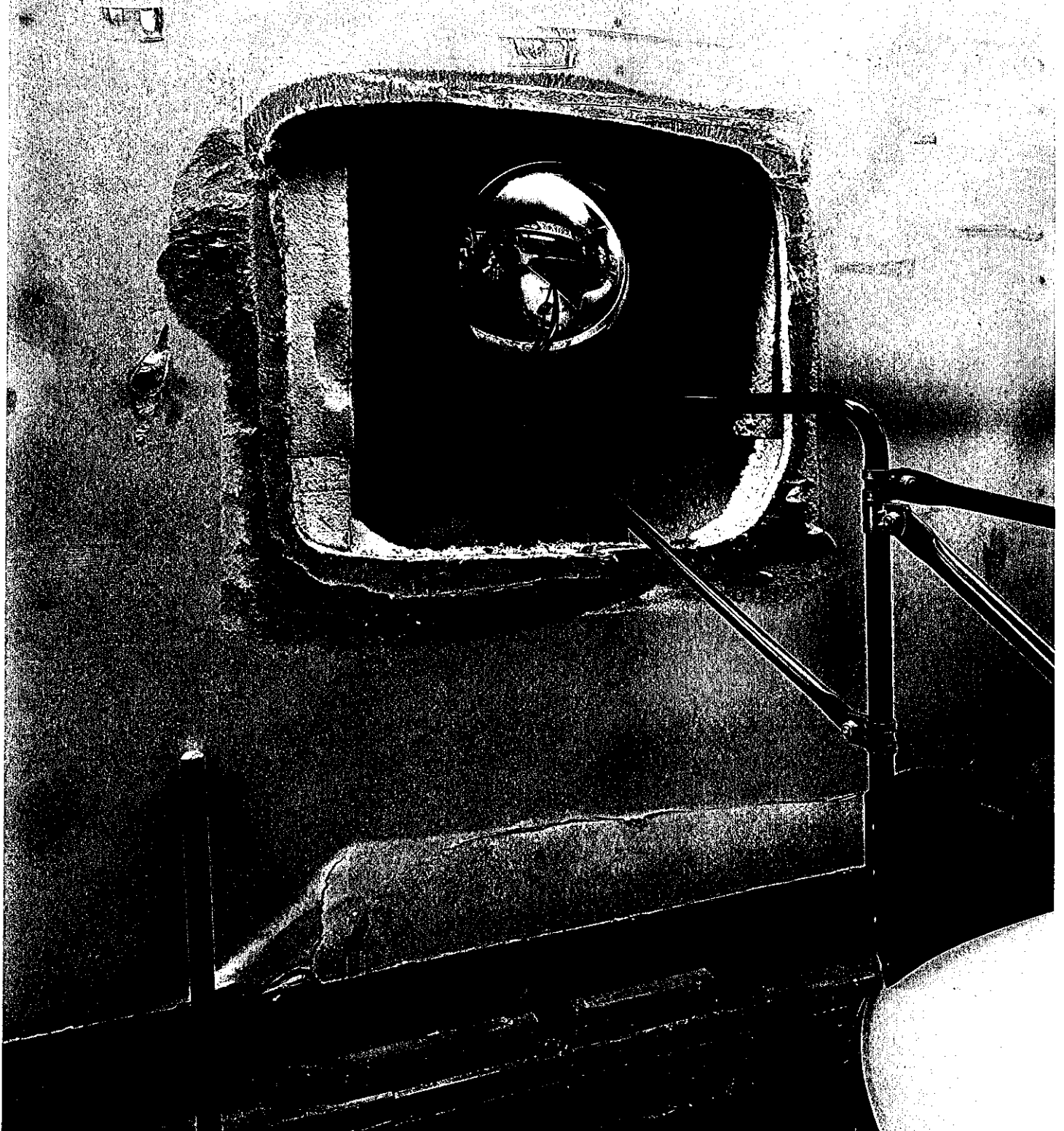
Thank you for giving me a chance 14 years ago and I will forever be grateful. This District has been my pride and joy throughout the time I've been a part of it.

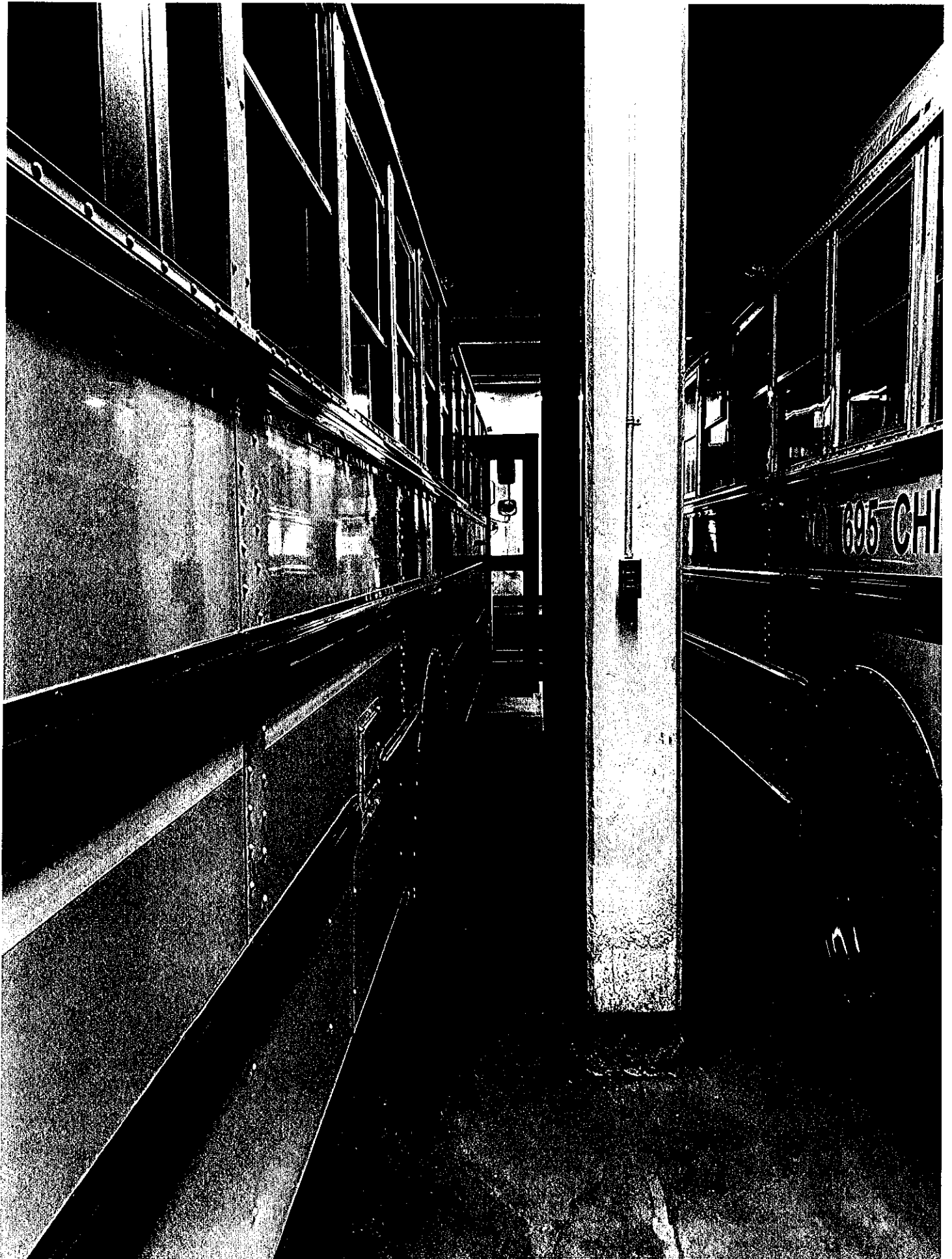
Respectfully,

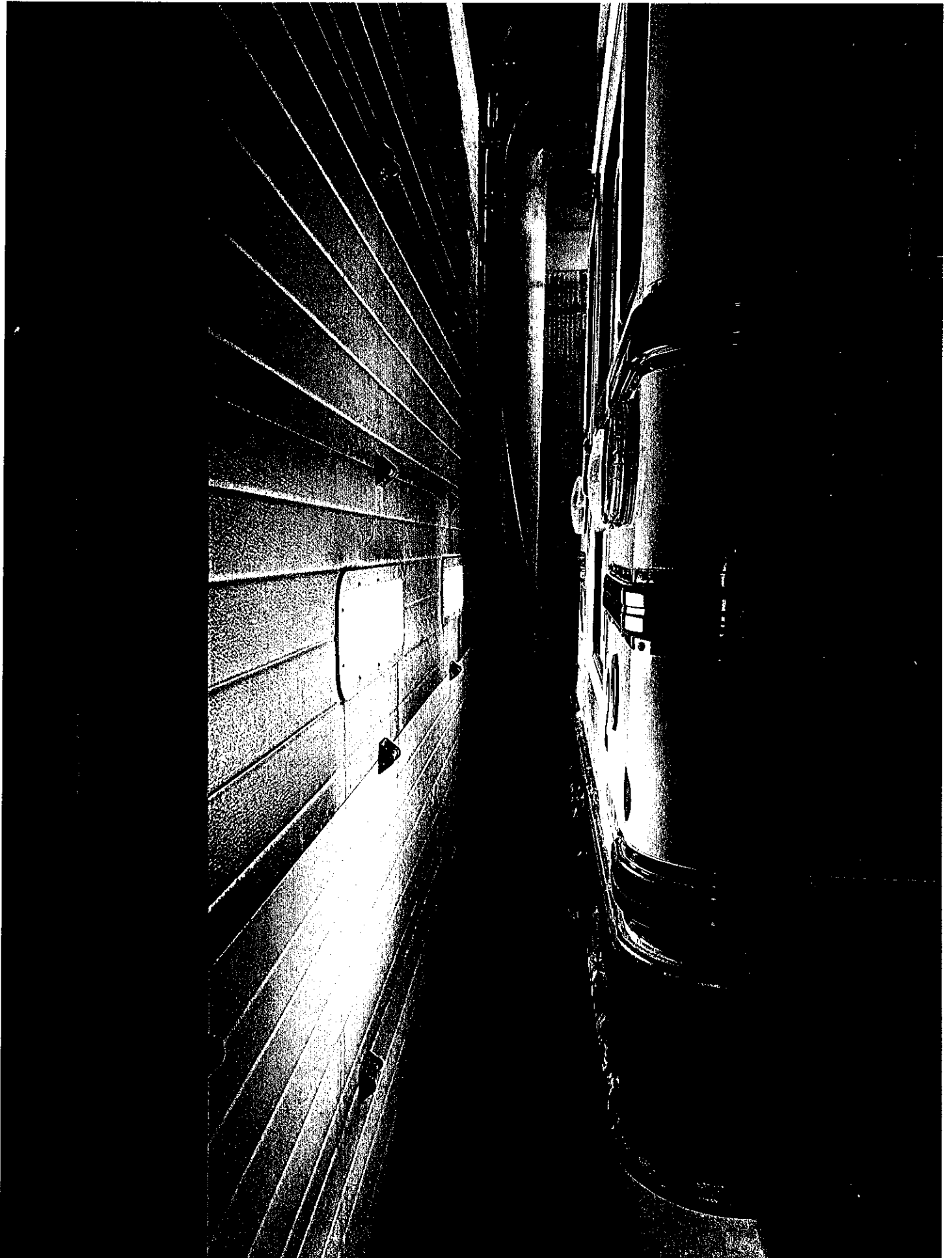
Jamie R. Steinberg













July 15, 2021

Brian Yuretich  
Special Education Director  
Chisholm Public School District 0695-01  
byuretich@northlandsped.org

Re: No Findings of Noncompliance in Individual Records – Indicator Data Collection (IDC) Record Review

Dear Director Yuretich,

The Individuals with Disabilities Education Act (IDEA) requires each state to develop a state performance plan (SPP) and provide an annual performance report (APR). The APR evaluates each state's efforts to implement the requirements and purposes of the IDEA. Chisholm Public School District 0695-01 was selected to review a sample of Part C records to measure compliance with the requirements of IDEA in one or more of the following APR performance indicators:

- **Indicator C-1** measures the percent of infants and toddlers with IFSPs who received early intervention services on their IFSPs in a timely manner.
- **Indicator C-7** measures the percent of eligible infants and toddlers with IFSPs for whom an initial evaluation and initial assessment and an initial IFSP meeting were conducted within Part C's 45-day timeline.
- **Indicator C-8** measures the percentage of toddlers with disabilities exiting Part C with timely transition planning for whom the district has developed an IFSP with transition steps and services at least 90 days, and at the discretion of all parties, not more than nine months prior to the child's third birthday; notified the district where the child resides at least 90 days prior to the child's third birthday for children potentially eligible for Part B preschool services; and conducted the transition conference held with the approval of the family at least 90 days, and at the discretion of all parties, not more than nine months prior to the child's third birthday for children potentially eligible for Part B preschool services.
- **Indicator B-11** measures the percent of students evaluated within 30 school days of receiving parental consent for initial evaluation.
- **Indicator B-12** measures the percent of children referred by Part C prior to age three, who are found eligible for Part B, and who have an IEP developed and implemented by their third birthdays.
- **Indicator B-13** measures the percent of students with IEPs that include appropriate measurable postsecondary goals annually updated and based upon age appropriate transition assessments; transition services, including courses of study that will reasonably enable the student to meet postsecondary goals; and annual IEP goals related to the student's transition needs. There also must be evidence the student was invited to the IEP Team meeting when transition services are to be discussed

and evidence that, if appropriate, a representative of any participating agency was invited to the IEP Team meeting.

Congratulations! The results of Chisholm Public School District's 2020-21 IDC record review, as reported by the district and verified by MDE, demonstrated compliance. The administration and special education staff are commended for their commitment to providing compliant services to children and students with disabilities and their families. No further action is required for this review.

If you have questions regarding the content of this letter, please contact your lead program monitor.

Sincerely,

Erin Levin, J.D.  
Program Monitoring Supervisor  
Division of Compliance and Assistance

EL/dp

Cc: Dr. Janey Blanchard, Superintendent, Chisholm Public School District 0695-01,  
jblanchard@chisholm.k12.mn.us  
Linda Campbell-Laman, Lead Program Monitor, Division of Compliance and Assistance, linda.campbell-  
laman@state.mn.us

# DULUTH ~~A~~ SAMPLE ~~A~~

We made this decision based on the following factors:

**1. ISD 709 Prioritization of In-Person Learning:**

We are continuing to prioritize the importance of maintaining in-person learning 5 days a week for all of our students. To do so safely, and to decrease the risk of an outbreak that could potentially result in moving to models of instruction that are less effective for our students, we need to take this safety measure.

**2. National Guidance:**

The [American Association of Pediatrics](#) recommends continued mask wearing in the fall for all students aged 2 and older, as well as the staff that is working with them. We are requiring staff who work with this age level to mask, as per AAP guidance, because they are working with a population of unvaccinated students and have the ability to spread the virus to them even if they have been vaccinated. This also provides modeling for our students. Realizing that the majority of our middle and high school students have had access to vaccination, we have made this optional at this level, although we strongly encourage unvaccinated students and staff to wear masks.

**3. Specific Local Guidance:**

Rather than continuing to provide state requirements, all districts in the state of Minnesota have been asked to work with our local health departments to determine our best course of action for fall safety plans. Our most recent consultation with the St. Louis Department of Health, this week, also recommended PK-5 mask wearing for Duluth Public Schools, due in part to ISD 709 specific challenges related to social distancing.

**4. Desire to Be Both Nimble and Transparent:**

These are challenging decisions for districts based on quickly changing guidance and circumstances, as well as attempts to provide information that is timely for families and staff. We know, however, that our current planning is based on information and guidance that is subject to continued change in the coming weeks and months. It is our responsibility to monitor and respond to this on behalf of our students, families, and staff.