

## Human Resources / Finance Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 16, 2021

VIA VIDEO CONFERENCE

Google Meet

Duluth, MN 55802

6:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
  - A. **Human Resources**
  - B. **Business Services**
    - 1) Finance
      - a. Finance Education: Legislative Update (verbal)
    - 2) Facilities 3
    - 3) Enrollment 7
    - 4) Child Nutrition 9
    - 5) Transportation 10
3. **Consent Agenda**
  - A. HR Staffing Report 11
    - 1) Approval of New Position - Business Services Coordinator & Executive Assistant to the CFO/Executive Director of Business Services 13
  - B. Finances
    - 1) Financial Report 17
    - 2) Payment of Claims
      - a. Vendor Payments 27
      - b. Student Activity Expenditures 34
    - 3) Budget Revisions 38
    - 4) Investment Transactions 40
    - 5) Fundraisers 41
  - C. Bids, RFPs, and Quotes
    - 1) Bid #1290 - Ordean East Middle School Exterior Door Replacement (FY21 LTFM Ten-Year Plan Board Approved Project) 42
  - D. Contracts, Change Orders and Leases - None
  - E. Resolutions
    - 1) B-3-21-3799 - Acceptance of Donations to Duluth Public Schools 61
    - 2) B-3-21-3800 - Acceptance of Grant Awards to Duluth Public Schools 62
    - 3) PLACEHOLDER Resolution
4. **Miscellaneous Informational Items (no action required)**
  - A. District Properties Update 63
  - B. Expenditure Contracts 65
  - C. No Cost Contracts - None
  - D. Revenue Contracts 142

E. Grant Applications  
F. Change Orders Signed - None  
G. Referrals to Policy Committee - None

154

# Facilities Management & Capital Project Status Report

## February 2021

3

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

- COVID-19 cleaning / disinfection protocols continue to be followed and improved to keep our school sites safe for all occupants as return to learn progresses.
- With Return to Learn, we do review guidance documents daily, and establish best practices to keep students and staff safe.
- We are “turning the dial” and slowly allowing co-curricular activities to ramp up and occur. Specific COVID practices are being followed for these activities.
- In the past month, the Facilities maintenance crews have completed 199 work orders and are currently working on 153 open work orders.
- Snow removal and sanding efforts to keep all safe on district property are ongoing. The winter has been mild so far and snow removal costs have been on the lower end.
- Repairs to the roof parapet flashing on the Denfeld clock tower are occurring. Brick replacement will occur later this year. The skylights and roof below are protected to ensure no damage will occur should more face brick fracture and fall off.

### **Capital Construction**

- The Congdon Park LTFM Window Replacement project is being prepared to bid.
- PSS track remediation efforts are under discussion with district legal representation.
- The OEMS LTFM door replacement project is out for bid.
- The EHS LTFM small roof replacement project is out for bid.
- Work is continuing for site development as related to the new construction efforts at the CHS site.

### **Building Operations**

- During the month of February, in light of the return to in person learning, Heather Ashbaugh instituted a system of evening disinfecting spot checks in the elementary schools. This has been helpful to ensure that the disinfecting is happening in accordance with CDC and MDH guidelines, as well as providing the opportunity for staff input on pieces that may need improvement in our process. The results of these spot checks have been encouraging, and Operations staff has appreciated having the support and attention from Facilities leadership. These checks will extend into Secondary Schools as well, as we return to in person learning at these sites.
- We are proud to share that during the month of February, we have had two operations staff members advance their boiler's licenses, and several more who are registered to test in March.

### **Health, Safety & Environmental Management**

- EPA Tier II reporting completed for our underground fuel oil tanks at Lakewood and Central HS per EPA requirements
- Lead in water testing done at Rockridge per MDH 3-yr requirement.
- Drafting pandemic response addition to ERCM section 3
- Ladder, fire protection, and near miss written programs added to program documentation and available on Occupational H&S staff resources page
- A near miss report form, which will allow staff to submit situations in which an accident was likely to occur but did not, is now available on H&S staff resources page along with a suggestion form
- 3rd Safety Committee and 3rd Labor Management Safety Committee Meetings held
- 2 pallets of emergency water have been staged at Utilities (Garfield)-18 4gal water jugs, 20 cases of 24 water bottles.

# Facilities Management & Capital Project Status Report

## February 2021

### Workers' Compensation Activities

#### February 2021

- First report of incidents: 3
- OSHA recordable incidents: 1
- Days away from work: 0

#### 2021 YTD Incidents (January 1, 2021 - December 31, 2021)

- First report of incidents: 5
- OSHA recordable incidents: 2
- OSHA recordable COVID cases: 0
- Days away from work: 5
- Days of restricted work: 0

March 4, 2021

John Magas  
Superintendent of Schools

David J. Spooner, C.P.E.  
Manger of Facilities

Cathy Erickson  
CFO/Executive Director of Business Services

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

RE: Marketing Update  
800 E Central Entrance "Central High School Property"  
"Hartley Lots"

**800 E. Central Entrance "Central High School Property"**

- Negotiations to work towards acceptable development agreement underway.
- Networking with developers and brokers is ongoing.
- Continued activity and inquiries.

**215 N 1<sup>st</sup> Ave E "Historic Old Central High School"**

- Under Contract



**230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)**

### **Website Advertising**

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

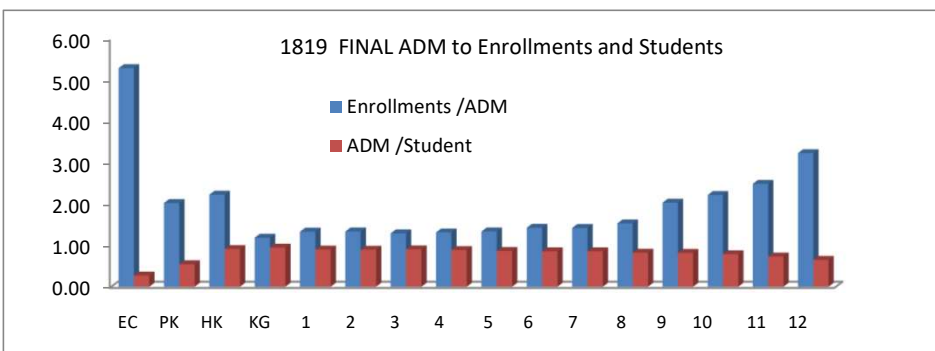
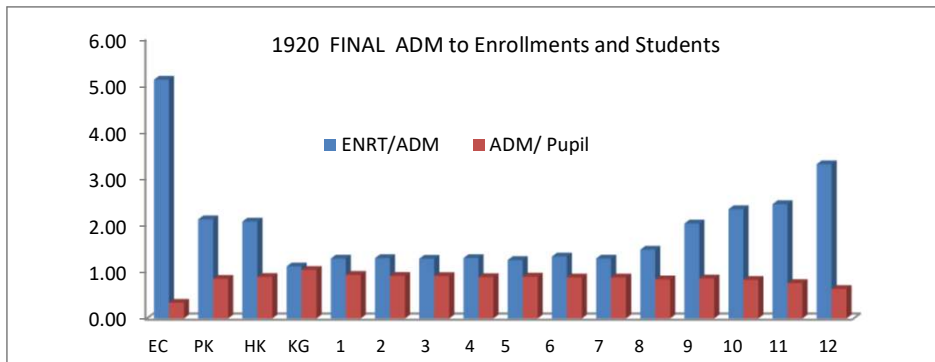
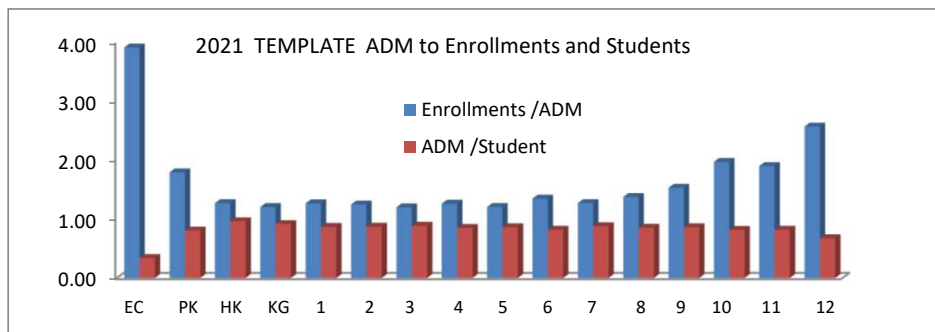
Respectfully,

Greg Follmer  
Broker

**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
MARCH 2021**

Grade	of	Student	Enrollments	ADM	Budgeted ADM	/ADM	ADM /Student
EC	357	269	225	91.18	102.00	3.92	0.34
PK	81	56	67	45.15	47.00	1.79	0.81
HK	109	89	86	85.75	72.00	1.27	0.96
KG	623	564	518	516.05	535.00	1.21	0.92
1	738	672	589	583.80	649.00	1.27	0.87
2	712	657	578	572.90	622.00	1.25	0.87
3	721	677	608	602.64	625.00	1.20	0.89
4	644	600	520	510.08	557.00	1.26	0.85
5	650	625	549	538.53	574.00	1.21	0.86
6	725	657	548.05	537.59	597.00	1.35	0.82
7	736	658	589.4	572.59	607.00	1.27	0.88
8	772	659	571.6	555.29	585.00	1.38	0.85
9	1059	802	714	685.80	725.00	1.53	0.86
10	1264	784	662.35	636.19	665.00	1.97	0.82
11	1290	828	701.4	673.70	668.00	1.90	0.82
12	1618	933	649.95	624.28	550.00	2.57	0.67
<b>Total:</b>	<b>12099</b>	<b>9530</b>	<b>8176.75</b>	<b>7831.52</b>	<b>8180.00</b>	<b>1.54</b>	<b>0.82</b>

+proj-budg> -348.48

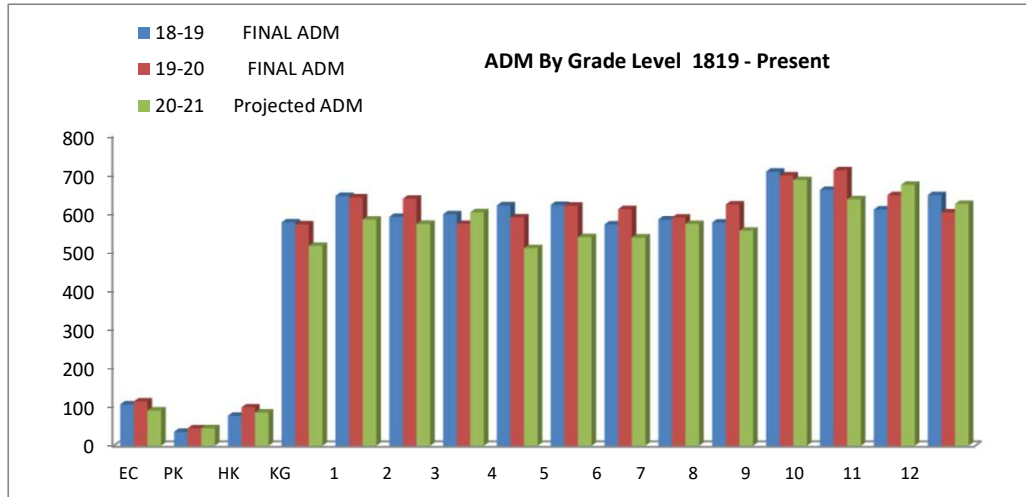


**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
MARCH 2021**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	357	269	225	91.18	102.00	3.92	0.34
PK	81	56	67	45.15	47.00	1.79	0.81
HK	109	89	86	85.75	72.00	1.27	0.96
KG	623	564	518	516.05	535.00	1.21	0.92
1	738	672	589	583.80	649.00	1.27	0.87
2	712	657	578	572.90	622.00	1.25	0.87
3	721	677	608	602.64	625.00	1.20	0.89
4	644	600	520	510.08	557.00	1.26	0.85
5	650	625	549	538.53	574.00	1.21	0.86
6	725	657	548.05	537.59	597.00	1.35	0.82
7	736	658	589.4	572.59	607.00	1.27	0.88
8	772	659	571.6	555.29	585.00	1.38	0.85
9	1059	802	714	685.80	725.00	1.53	0.86
10	1264	784	662.35	636.19	665.00	1.97	0.82
11	1290	828	701.4	673.70	668.00	1.90	0.82
12	1618	933	649.95	624.28	550.00	2.57	0.67
<b>Total:</b>	<b>12099</b>	<b>9530</b>	<b>8176.75</b>	<b>7831.52</b>	<b>8180.00</b>	<b>1.54</b>	<b>0.82</b>

+proj-budg> -348.48

GRADE	18-19 FINAL ADM	19-20 FINAL ADM	20-21 Projected ADM	Add'l Adjustments
EC	106.79	114.46	91.18	
PK	35.96	45.12	45.15	
HK	77.53	98.98	85.75	
KG	576.74	571.48	516.05	
1	644.98	641.06	583.80	
2	591.03	637.68	572.90	
3	597.55	572.54	602.64	
4	620.48	589.52	510.08	
5	621.52	619.65	538.53	
6	571.29	610.70	537.59	
7	584.07	589.04	572.59	
8	576.28	622.87	555.29	
9	707.65	697.70	685.80	
10	660.55	711.16	636.19	
11	609.9	646.82	673.70	
12	647.15	602.23	624.28	
<b>Total:</b>	<b>8229.47</b>	<b>8371.01</b>	<b>7831.52</b>	



## Child Nutrition Report February 2021

Since March 2020, our Child Nutrition Staff have prepared over a half million bagged breakfast and lunch for students. KBJR reported on this epic milestone.

We continue to serve hot breakfast and lunch meals in the elementary schools and Rockridge Academy. Bagged breakfast and bagged lunch are available for pick up at Lincoln Middle School, Ordean-East Middle School, Denfeld High School and East High School. Meals in-school and for pickup continue to be available at no charge.

As the P-EBT program kicks off, the families are continuing to complete free & reduced applications to qualify for the additional USDA food benefits. The application deadline for Free & Reduced applications has been extended to February 28, 2021. An additional 96 free & reduced applications have been processed.

The Child Nutrition Department is beginning to send Café helpers to Serv Safe Certification Training. The Café helpers, in addition to the Café Managers, will be certified in aspects of food safety in order to be in continued compliance with Minnesota of Department of Health regulations.

Continued training for the Cafeteria Managers on the new Healthy E menu software. The Healthy E menu software is USDA approved for Meal Programs. The program includes a menu planning tool, production record module, and nutrient menu analysis. This program helps ensure that all USDA, MDE meal regulations are met through menu planning and record keeping. Our Cafeteria Managers are excited to utilize this computer program, which makes the daily required documentation of food records, more efficient.

Continued to do maintenance and repairs on refrigeration equipment as needed. Gaskets and compressors had to be replaced on Lincoln café coolers/refrigerators. Dishmachine repairs were needed as well.

Continued to reallocate Child Nutrition staff to buildings as needed to cover vacancies.

Coordinating with the principals, maintenance and transportation department to be ready to provide meals to middle & high school students as they return to the classroom. Contingency plans for a Covid outbreak in a kitchen are also being discussed.

## **Transportation Report March 2021**

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

The major focus for the past three weeks has been analyzing and condensing secondary bus routes in order to support Secondary Hybrid and more full in-person learning starting on March 8. The shortage of bus drivers, not just in Duluth, but statewide, has required a restructure of the number of stops and number of students on each route. The district conducted a secondary survey to find out how many students needed transportation services and routes were re-built using this information. Over 2,000 changes were required to transition to hybrid!

As adjustments come in and as more data becomes available for the March 29 start, more work will be needed. In a normal year transportation would plan for up to 2 months to develop and finalize bus routes for the school year, so this 3-week timeline created a whole new priority structure for the transportation department.

Due to the change in secondary hybrid transportation needs, our tutor and meal hubs have been discontinued starting March 8.

General maintenance and repairs continue on our bus fleet along with regular inspections.

The transportation manager works closely with the Superintendent to determine safe busing based on weather conditions.

**HUMAN RESOURCES ACTION ITEMS FOR 3/16/21****CERT CO-CURRICULAR**

**POSITION**

ERIE, TROY C  
ELEMENTARY SPLIT CLASS, LOWELL, 20/21, \$3,208.33  
FILLMORE, JOHN B  
ACADEMIC CLUB MS ADVISOR, ORDEAN, 20/21, \$516.00  
FOYT, EMILY A  
TECHNOLOGY ES ADVISOR, PIEDMONT, 20/21, \$1,379.50  
HAGSTROM, LINDA M  
ELEMENTARY SPLIT CLASS, HOMECROFT, 20/21, \$7,000  
JACKSON, TANYA L  
ACTIVITIES DIRECTOR MID SCH, ORDEAN, 20/21, \$1,178.00  
JACKSON, TANYA L  
NEWSPAPER MS ADVISOR, ORDEAN, 20/21, \$1,040.00  
LYLE, HEIDI J  
ACADEMIC CLUB MS ADVISOR, ORDEAN, 20/21, \$516.00  
LYLE, HEIDI J  
TECHNOLOGY MS ADVISOR, ORDEAN, 20/21, \$3,393.00  
PAVLISICH, KARA C  
ACADEMIC CLUB MS ADVISOR, ORDEAN, 20/21, \$1,032.00  
POKRZYWINSKI, JOHN M  
ACADEMIC CLUB MS ADVISOR, ORDEAN, 20/21, \$561.00  
SANDBERG, STEPHEN M  
NEWSPAPER MS ADVISOR, ORDEAN, 20/21, \$1,040.00  
TRACEY, GLENN T  
ACADEMIC CLUB MS ADVISOR, ORDEAN, 20/21,  
WADE, MATTHEW P  
TECHNOLOGY ES ADVISOR, PIEDMONT, 20/21, \$1,379.50  
ZWAK, JOSEPH L  
.2 BASEBALL HS ASST COACH BOYS, EAST, 20/21, \$579.00  
TOTAL: 14

**EFFECTIVE DATES****CERT APPOINTMENTS**

**POSITION**

DAMMANN, MARCY E  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (BA) III 1  
HILFERS, ANDREW J  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE, (BA) III, 1  
JANSON, LEE A  
0.7, TEMPORARY ASSIGNABLE TEACHER/ENGLISH TOSA, AEO/ALC/(MA) IV 2  
KELLEY, LAVINA J  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE, (BA) III, 1  
KOLODGE, CAMERON  
BUSINESS TEACHER/LINCOLN PARK MIDDLE SCHOOL, (MA) IV 2  
KROGSTAD, KAYLEE R  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE, (MA) IV 1  
MILLER, SARAH A  
TEMPORARY POSITION, DW PUBLIC SCHL NURSE, BA III, 1 \$39,276.00  
PETROVICH, ALEKSANDRA  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (MA) IV+15, 6  
WALETZKI, KYLE C  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE, (BA) III 1  
WELHOUSE, CASSIDY R  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (BA) III 1  
WRIGHT, KARI L  
TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE, (BA) III 1  
TOTAL: 12

**EFFECTIVE DATES**

2/1/2021 6/11/2021  
2/8/2021 6/11/2021  
1/25/2021 6/11/2021  
2/8/2021 6/11/2021  
9/1/2020 6/11/2021  
1/27/2021 6/11/2021  
3/1/2021 6/11/2021  
1/25/2021 2/1/2021  
2/22/2021 6/11/2021  
2/8/2021 6/11/2021  
1/25/2021 6/11/2021

**CERT LEAVES**

**POSITION**

COOK, JESSICA L  
SPEC ED RESOURCE TEACHER/EAST, SUPERINTENDENT APPROVED LWOP  
RANFRANZ, SUSAN M  
VISUAL ARTS TEACHER/EAST, MID-CAREER  
TOTAL: 2

**EFFECTIVE DATES**

3/8/2021 6/11/2021  
8/31/2021 12/11/2023

**CERT LONG TERM SUB**

**POSITION**

PALOKANGAS, LIBBY B  
LTS GR 3 SPANISH IMMERSION/LOWELL/(BA) III, 1/M. OLIVIER  
TOTAL: 1

**EFFECTIVE DATES**

2/8/2021 6/11/2021

**CERT RESIGNATIONS**

**POSITION**

BRESETTE, KATY B  
OJIBWE IMMERSION TEACHER/LOWELL  
TOTAL: 1

**EFFECTIVE DATES**

1/21/2021

**CERT RETIREMENTS**

**POSITION**

GUNDERSON, BRIAN J  
GRADE 3 TEACHER/STOWE  
HEEHN, LISA A  
GRADE 2 TEACHER/STOWE  
TOTAL: 2

**EFFECTIVE DATES**

6/11/2021  
6/11/2021

**CERT TEMPORARY INCREASE**

**POSITION**

BALLAVANCE, ADAIR S  
CHILD DEVELOPMENT/DENFELD, 1/6 OVERLOAD  
GORDON, MICHAEL T  
0.1 TEMP INCREASE/TEMP SPECIAL EDUCATION RESOURCE/LAURA MACARTHUR  
GRAVES, PETER H  
MATH/EAST HIGH SCHOOL, 1/6 OVERLOAD  
LEONE, RILEY C  
SPEC ED RESOURCE/LAURA MACARTHUR, 1/6 OVERLOAD  
PAHL, KATELYN L  
SPEC ED RESOURCE/LAURA MACARTHUR, 1/6 OVERLOAD  
TOTAL: 5

**EFFECTIVE DATES**

1/25/2021 6/11/2021  
2/4/2021 5/7/2021  
9/1/2020 6/11/2021  
2/15/2021 5/7/2021  
2/15/2021 5/7/2021

**NON CERT APPOINTMENTS**

**POSITION**

BACKSTROM, MARY S  
SPEC ED PARA/BW/MACARTHUR, 31.25/38WKS, \$16.08/HR, TEMP POS, K RICH,  
BAKKEN, LAUREL L  
SCHOOL CUSTODIAN II/ORDEAN EAST, 40/52WKS, \$12.76/HR, F FREEL  
BERGERON, RENEE A  
SPEC ED PARA/BW/LESTER PARK, 31.25/38WKS, \$16.08/HR, TEMP POS, S SMITH  
FLATT, LILY M  
FOOD SERVICE SATELLITE MGR II/LAKEWOOD, 30/38WKS, \$14.77/HR, E RUSSELL  
HOFFMAN, CLAIRE E  
COMMUNITY EDUCATION COORDINATOR/LINCOLN PARK, 40/50WKS, \$1,032/WK, E BATES  
MCRAE, DALE L  
SCHOOL CUSTODIAN II/LINCOLN PARK, 40/52WKS, \$12.76/HR, R ZENTGRAF  
NOUN, MARGARET K  
SPEC ED PROG PARA/STOWE, 31.25/38WKS, \$16.08/HR, TEMP POS  
PELOQUIN, EDOUARD C  
SPEC ED PROG PARA/EAST, 32.5/38WKS, \$16.08/HR, TEMP POS, J GUNDERSON

**EFFECTIVE DATES**

1/19/2021  
2/16/2021  
2/1/2021  
1/26/2021  
2/8/2021  
2/8/2021  
2/22/2021  
2/22/2021

**NON CERT APPOINTMENTS**

POKRZYWINSKI, AGATHA R  
 RANNILA, MATTHE P  
 SUTHERLAND, JACK R  
 TERLOUW, RACHAEL H  
 TOTAL: 12

**POSITION**

PRE-SCHOOL PARA/STOWE, 20/38WKS, \$16.08/HR, TEMP POS  
 TECH TUTOR/DENFELD, 20/38/WKS, \$17.14/HR, TEMP POS  
 HELP DESK TECH/HOCHS, 40/52WKS, \$732/WK, E RYME  
 SPEC ED PARA/BW/CONGDON, 31.25/38WKS, \$16.08/HR, TEMP POS, J COOPER

**EFFECTIVE DATES**

2/8/2021  
 3/8/2021  
 2/22/2021  
 2/1/2021

12

**NON CERT LEAVES**

BECHTOLD, BRENDA S  
 DELUCA, JUSTIN, I  
 IATONNA, MATHEW T  
 SEIGLE, KARIANNE M  
 SIEMSEN, MARY B  
 SWARD, CINDY L  
 TOTAL: 6

**POSITION**

CAFETERIA HELPER/ORDEAN EAST, A PERSONAL LWOP  
 SPEC ED PARAPROFESSIONAL/EAST, A MEDICAL LWOP TBD  
 CAFETERIA HELPER/LOWELL, A PERSONAL LWOP  
 SPEC ED PARAPROFESSIONAL/DENFELD, A MEDICAL LWOP  
 SPEC ED PARAPROFESSIONAL/PIEDMONT, A MEDICAL LWOP TBD  
 ECFE PARAPROFESSIONAL/LESTER PARK, A MEDICAL LWOP

**EFFECTIVE DATES**

2/22/2021 2/25/2021  
 2/11/2021  
 4/12/2021 4/16/2021  
 1/26/2021 1/29/2021  
 2/9/2021  
 1/14/2021 1/21/2021

**NON CERT PERM INCREASE**

WAHLGREN, DENISE M  
 TOTAL: 1

**POSITION**

OSSEX/LAKEWOOD, .6 TO .8

**EFFECTIVE DATES**

1/18/2021

**NON CERT PROMOTION**

RYME, EMILY M  
 TOTAL: 1

**POSITION**

FIELD SUPPORT TECH/HOCHS, 40/52WKS, \$929/WK, NEW POS

**EFFECTIVE DATES**

2/2/2021

**NON CERT RESIGNATION**

SOMPPI, MICHAEL R  
 VAN SCOY, ELISE S  
 TOTAL: 2

**POSITION**

ROUTE COORDINATOR/TRANSPORTATION  
 SPEC. ED. PARAPROFESSIONAL/PIEDMONT

**EFFECTIVE DATES**

2/5/2021  
 2/21/2021

**NON CERT RETIREMENT**

NELSON, JESSICA L  
 TOTAL: 1

**POSITION**

BUS DRIVER II/TRANSPORTATION

**EFFECTIVE DATES**

3/19/2021

**CLASSIFICATION DESCRIPTION**  
**Business Services Coordinator & Executive Assistant**  
**to the CFO/Executive Director of Business Services**

<b>TITLE OF IMMEDIATE SUPERVISOR:</b> CFO/Executive Director of Business Services	<b>DEPARTMENT:</b> Business Services	<b>FLSA STATUS:</b> Exempt
<b>ACCOUNTABLE FOR (Job Titles):</b>	<b>PAY GRADE ASSIGNMENT:</b> Executive Employees Association Administrative Salary Schedule, Pay Group 1	

<b>GENERAL SUMMARY OR PURPOSE OF JOB:</b>
<p>The essential duties of this position encompass all areas of work conducted by the District, Chief Financial Officer (CFO) and School Board. It accesses the highest level of district information from administrative decisions and policy discussion, to confidential legal and personnel issues, as well as labor negotiations and school board elections.</p> <p>With limited to no administrative direction, initiate and coordinate the Business Services department. Develop, review, coordinate and negotiate non-labor district contracts and agreements. Supervise School Board elections. Manage and support District insurance policies for cyber, general liability, commercial umbrella and automotive. Know, understand and enforce compliance with Minnesota Government Data Practices Act (MGDPA) for all data requests made to the District. Create, collect and compile information for the monthly Business Services school board report.</p> <p>Provides executive level support to the CFO/Executive Director of Business Services requiring a high degree of awareness, tact, creativity and initiative in managing and/or completing projects and resolving complex work problems or processes.</p>

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FREQUENCY</b>
1.	Contracts: Administer the contract process for the District. Develop, review, amend, coordinate and negotiate district non-labor contracts (contracts, leases, agreements, memoranda of understanding, etc.). Ensure all contracts contain the necessary protections for the District, coordinate input from appropriate departments. Identify when legal advice is needed and consult with district's attorneys as appropriate. Maintain district contract template, consult and assist those that use it to create viable, legally binding contracts.	25%
2.	Election Clerk: Supervise local/district election process (elections process includes regular school board elections, special school board elections, and levy referendums) throughout the year as primary contact for the City of Duluth, Saint Louis County, City of Rice Lake, four adjacent townships and two adjacent unorganized precincts. Manage and monitor the budget and ensure all expenses are paid. Research regulations to answer questions. Apply detailed knowledge of election procedures, Minnesota state law, and emergency training to manage type and scope of each election, address and resolve unforeseen events and ensure fair and legal process. Requires certification.	10%
3.	Provide support for the CFO/Executive Director of Business Services: Includes managing schedules, electronic communications, information gathering, word processing, travel arrangements, preparation of professional leaves and reimbursements as necessary. Gather and prepare information for scheduled meetings; follow up on progress and status of projects as needed, etc.	15%
4.	Greet public, answer calls (including the District Operator line), and direct questions to appropriate personnel; receive, post and distribute mail, provide Public Notary services to District, maintain District website pages as apparent or assigned.	5%

**CLASSIFICATION DESCRIPTION**  
**Business Services Coordinator & Executive Assistant**  
**to the CFO/Executive Director of Business Services**

5.	District Insurance: Administer the District's liability insurance. Review, manage, amend and support District insurance policies for cyber liability, general liability, commercial umbrella, and automotive policies, including non-employee injuries. Coordinate all communications and claims to district insurance agent. Function as primary contact for all district related lawsuits, pursue and obtain appropriate documents, communicate with attorneys, etc. Report all district data breaches, coordinate/facilitate restoration/reconciliation process with insurance carrier for individuals affected by data breach, such as coordinating credit reporting services and maintaining positive communication. Maintain relationships, negotiate with insurance carrier regarding annual renewal process. Create and/or obtain required information to solicit market renewals for all of the above-mentioned policies as well as workman's compensation. Propose changes to coverage and calculate potential savings.	15%
6.	Data Requests: Administer the data request process for the District. Know, understand and enforce compliance with MN Government Data Practices Act (MGDPA). Receive, clarify, research, coordinate, and track all incoming data requests for the District. Solicit legal advice as necessary. Clarify, coordinate and aggregate data responses in a timely manner. Determine and enforce collections or reimbursements per MGDPA guidelines.	15%
7.	Business Services Board report: Create, collect and compile information for the monthly Business Services School Board report.	10%
8.	Budget: Manage and monitor budget for the CFO/Executive Director of Business Services' Office.	5%
9.	Policy and Procedures: Develop and maintain District Policy documentation and support the Policy Review Process including revisions from the MN School Boards Association (MSBA) that fall under Business Services reporting area.	As required
10.	Labor Negotiations: Assist CFO with financial reports related to labor negotiations including the use of an Excel software program.	As required
11.	Serve as back up to make all airfare travel arrangements for District employees.	As required
12.	Serve as back up to set up for and attend all board meetings.	As required
13.	Serve as back up to take and publish minutes of all board meetings.	As required
14.	Serve as back up to create and maintain the permanent record of school board minutes.	As required
15.	Perform other duties of a comparable level or type.	As required

<p><b>MINIMUM QUALIFICATIONS:</b> <i>(necessary qualifications to gain entry into the job not preferred or desirable qualifications)</i></p>
<p>Bachelor's degree in business, finance or related field;  Two (2) years related experience in business, finance or related field;  Demonstrated knowledge of:</p> <ul style="list-style-type: none"> <li>• School Board election process</li> <li>• Contract design and negotiation process</li> <li>• Legal terminology</li> <li>• Data request processing</li> <li>• High-level proficiency with Microsoft Word, Excel, database management, and Google applications.</li> </ul> <p>Demonstrated ability to:</p> <ul style="list-style-type: none"> <li>• Meet deadlines while working under pressure and with frequent interruptions and/or priority shifts</li> <li>• Problem solve with limited to no direction.</li> <li>• Maintain confidentiality.</li> </ul>

**CLASSIFICATION DESCRIPTION**  
**Business Services Coordinator & Executive Assistant**  
**to the CFO/Executive Director of Business Services**

**CERTIFICATION OR LICENSING REQUIREMENTS:** *(prior to job entry)*

Election Administration Training and Certification as required by Minnesota Statutes, Section 204B.25 and Secretary of State Rules, Chapter 8240 preferred, required prior to election.

**KNOWLEDGE REQUIREMENTS:**(Requires knowledge of)

- District policies, regulations, procedures, and processes.
- State and federal rules, regulations, policies and procedures.
- Minnesota Election Laws.
- Minnesota Government Data Practices Act (MGDPA).
- Property, Cyber and Automotive Insurance management.
- Contract design and legal terminology.
- Customer service principles and practices.
- District budgeting and payroll systems.
- Modern office methods, practices and procedures.
- Bookkeeping procedures and principles.
- Advanced to expert level personal computer operations and software applications.

**SKILLS REQUIREMENTS:** *(Skilled in)*

- Experience working independently and making decisions independently.
- Experience in planning, coordinating and supervising School Board elections.
- Experience with data requests.
- Experience with contract creation and negotiation.
- Experience with general liability, cyber, umbrella and automotive insurance.
- Experience with contract negotiation and development.
- Experience with planning, organizing and setting work priorities and working independently in a fast pace administrative office.
- Excellent communication and interpersonal skills including the ability to write clearly and concisely.
- Experience with meeting predetermined deadlines.
- Experience with gaining cooperation and conformance.
- Experience with interpreting, explaining and applying written and oral instruction, procedures, and regulations.
- Experience with determining priorities in the handling of unique and complex problems.
- Experience with promoting public relations and dealing tactfully and diplomatically with School Board, staff, parents and students, and the public.
- Experience with maintaining confidentiality with highly sensitive information, issues and situations.

**CLASSIFICATION DESCRIPTION**  
**Business Services Coordinator & Executive Assistant**  
**to the CFO/Executive Director of Business Services**

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

<b>Vision Requirements:</b> (Check box if relevant)	<b>YES</b>	<b>NO</b>
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		
<b>JOB CLASSIFICATION HISTORY:</b> HR Reviewed 11/2020; Banded and Graded by Bjorklund Compensation Consulting, LLC. 11/14/20		

		General Fund Jan-21			Percent of year	58.33%
		FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy		\$ 9,899,485	\$ 18,709,995	\$ 18,709,995	\$ 8,810,510	47%
State aids		35,430,629	70,295,234	70,323,810	34,893,181	50%
Special ED (fin 740)		9,004,087	14,856,750	14,856,750	5,852,663	39%
Federal		3,479,490	5,878,574	11,601,372	8,121,882	70%
Other		401,870	-	-	(401,870)	
Other Local		776,869	2,978,214	3,060,987	2,284,118	75%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Revenue		\$ 58,992,430	\$ 114,060,023	\$ 119,894,170	\$ 60,901,740	51%
<hr/>						
<b>Expenditures</b>						
010-050 Administration		\$ 2,953,798	\$ 5,546,316	\$ 5,957,651	\$ 3,003,853	50%
105-110 District Support Services		5,199,605	5,854,475	8,256,110	3,056,505	37%
200-298 Elem & Secondary Reg		18,001,928	45,738,940	47,807,294	29,805,366	62%
300-380 Vocational Education		525,121	1,544,477	1,544,477	1,019,356	66%
400-422 Special Education		11,539,412	24,735,656	24,735,656	13,196,244	53%
505-590 Community Education						
605-640 Instructional Support		1,743,075	3,934,727	4,117,570	2,374,495	58%
710-770 Pupil Support		3,974,192	8,968,496	9,388,344	5,414,152	58%
805-865 Sites and Buildings		5,386,316	13,031,439	13,402,810	8,016,494	60%
910-940 Fiscal & Other Fixed		687,343	3,363,554	3,363,554	2,676,211	80%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Expenditures		\$ 50,010,790	\$ 114,059,336	\$ 119,914,722	\$ 69,903,932	58%
<hr/>						
Excess Rev Over (Under)		\$ 8,981,640	\$ 687	\$ (20,552)	\$ (9,002,192)	

		Percent of year			58.33%	
		General Fund Unrestricted				
		Jan-21				
		FY21	FY 21 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy	\$	9,899,485	\$ 14,961,986	\$ 14,961,986	\$ 5,062,501	34%
State aids		35,191,318	60,363,736	60,363,736	25,172,418	42%
Special ED (fin 740)		9,004,087	14,856,750	14,856,750	5,852,663	39%
Federal		-	-	-	-	
Other		401,870	-	-	(401,870)	
Other Local		464,213	2,173,488	2,173,488	1,709,275	79%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Revenue	\$	54,960,973	\$ 93,697,216	\$ 93,697,216	\$ 38,736,243	41%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	2,540,462	\$ 5,546,316	\$ 5,544,315	\$ 3,003,853	54%
105-110 District Support Services		3,708,794	5,712,117	5,706,117	1,997,323	35%
200-298 Elem & Secondary Reg		13,559,698	34,704,489	34,707,490	21,147,792	61%
300-380 Vocational Education		510,975	1,353,081	1,353,081	842,106	62%
400-422 Special Education		10,314,913	21,696,576	21,696,576	11,381,663	52%
505-590 Community Education						
605-640 Instructional Support		772,331	1,727,665	1,748,905	976,574	56%
710-770 Pupil Support		3,391,520	8,342,573	8,342,572	4,951,052	59%
805-865 Sites and Buildings		3,660,598	9,774,643	9,774,643	6,114,045	63%
910-940 Fiscal & Other Fixed		687,343	3,363,554	3,363,554	2,676,211	80%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
<hr/>						
Total Expenditures	\$	39,146,634	\$ 93,562,270	\$ 93,578,509	\$ 54,431,875	58%
<hr/>						
Excess Rev Over (Under)	\$	15,814,339	\$ 134,946	\$ 118,707	\$ (15,695,632)	

		Percent of year			58.33%
		General Fund Restricted			
		Jan-21			
	FY21	FY 21 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ -	\$ 3,748,009	\$ 3,748,009	\$ 3,748,009	100%
State aids	239,311	9,931,498	9,960,074	9,720,763	98%
Special ED (fin 740)	-	-	-	-	
Federal	3,479,490	5,878,574	11,601,372	8,121,882	70%
Other	-	-	-	-	
Other Local	312,656	804,726	887,499	574,843	65%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 4,031,457</b>	<b>\$ 20,362,807</b>	<b>\$ 26,196,954</b>	<b>\$ 22,165,497</b>	<b>85%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 413,336	\$ -	\$ 413,336	\$ -	
105-110 District Support Services	1,490,811	142,358	2,549,993	1,059,182	42%
200-298 Elem & Secondary Reg	4,442,230	11,034,451	13,099,804	8,657,574	66%
300-380 Vocational Education	14,146	191,396	191,396	177,250	93%
400-422 Special Education	1,224,499	3,039,080	3,039,080	1,814,581	60%
505-590 Community Education					
605-640 Instructional Support	970,744	2,207,062	2,368,665	1,397,921	59%
710-770 Pupil Support	582,672	625,923	1,045,772	463,100	
805-865 Sites and Buildings	1,725,718	3,256,796	3,628,167	1,902,449	52%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
<b>Total Expenditures</b>	<b>\$ 10,864,156</b>	<b>\$ 20,497,066</b>	<b>\$ 26,336,213</b>	<b>\$ 15,472,057</b>	<b>59%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (6,832,699)</b>	<b>\$ (134,259)</b>	<b>\$ (139,259)</b>	<b>\$ 6,693,440</b>	

		Food Service Fund Jan-21			Percent of year	58.33%
		FY21	FY 21 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		68,843	225,000	225,000	156,157	69%
Special ED (fin 740)		-	-	-	-	
Federal		812,879	2,588,000	2,588,000	1,775,121	69%
Other		21,151	10,000	1,470,000	1,448,849	99%
Other Local		2,250		10,000	7,750	78%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	905,123	\$ 2,823,000	\$ 4,293,000	\$ 3,387,877	79%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		1,213,040	4,433,337	4,433,337	3,220,297	73%
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	1,213,040	\$ 4,433,337	\$ 4,433,337	\$ 3,220,297	73%
<hr/>						
Excess Rev Over (Under)	\$	(307,917)	\$ (1,610,337)	\$ (140,337)	\$ 167,580	

		Percent of year			58.33%	
		Community Service Fund				
		Jan-21				
		FY21	FY 21 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy		\$ 529,951	\$ 967,904	\$ 989,110	\$ 459,159	46%
State aids		1,562,190	2,554,075	2,487,932	925,742	37%
Special ED (fin 740)		-	-	-	-	
Federal		926,611	2,048,958	2,797,972	1,871,361	67%
Other		-	-	-	-	
Other Local		557,985	1,992,063	1,794,050	1,236,065	69%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue		\$ 3,576,737	\$ 7,563,000	\$ 8,069,064	\$ 4,492,327	56%
<hr/>						
<b>Expenditures</b>						
010-050	Administration	\$ -	\$ -	\$ -	\$ -	
105-110	District Support Services	-	-	-	-	
200-298	Elem & Secondary Reg	-	-	-	-	
300-380	Vocational Education	-	-	-	-	
400-422	Special Education	-	-	-	-	
505-590	Community Education	3,057,051	7,789,371	8,456,009	5,398,958	64%
605-640	Instructional Support	-	-	-	-	
710-770	Pupil Support	-	-	-	-	
805-865	Sites and Buildings	-	-	-	-	
910-940	Fiscal & Other Fixed					
	Student Activities					
<hr/>						
Total Expenditures		\$ 3,057,051	\$ 7,789,371	\$ 8,456,009	\$ 5,398,958	64%
<hr/>						
Excess Rev Over (Under)		\$ 519,686	\$ (226,371)	\$ (386,945)	\$ (906,631)	

Percent of year

58.33%

**Capital Projects Fund  
Jan-21**

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Excess Rev Over (Under)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

		Percent of year			58.33%	
		Debt Service Fund				
		Jan-21				
		FY21	FY 21 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
<b>Revenues</b>						
Levy	\$	10,768,604	\$ 19,608,723	\$ 19,608,723	\$ 8,840,119	45%
State aids		2,229,797	2,188,563	2,188,563	(41,234)	-2%
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		-	1,000	1,000	1,000	100%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	12,998,401	\$ 21,798,286	\$ 21,798,286	\$ 8,799,885	40%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		21,489,701	21,506,300	21,506,300	16,599	0%
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	21,489,701	\$ 21,506,300	\$ 21,506,300	\$ 16,599	0%
<hr/>						
Excess Rev Over (Under)	\$	(8,491,300)	\$ 291,986	\$ 291,986	\$ 8,783,286	

		Trust Fund Jan-21				Percent of year 58.33%
		FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		396	258,575	258,575	258,179	100%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue	\$	396	\$ 258,575	\$ 258,575	\$ 258,179	100%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		250,000	250,000	250,000	-	0%
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	250,000	\$ 250,000	\$ 250,000	\$ -	0%
<hr/>						
Excess Rev Over (Under)	\$	(249,604)	\$ 8,575	\$ 8,575	\$ 258,179	

	Percent of year			58.33%	
<b>Dental Internal Service Fund</b>					
<b>Jan-21</b>					
	FY21	FY 21 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	407,355	917,000	917,000	509,645	56%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 407,355</b>	<b>\$ 917,000</b>	<b>\$ 917,000</b>	<b>\$ 509,645</b>	<b>56%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	443,382	917,000	917,000	473,618	52%
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 443,382</b>	<b>\$ 917,000</b>	<b>\$ 917,000</b>	<b>\$ 473,618</b>	<b>52%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (36,027)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,027</b>	

**Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 01/31/21**

	Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments 12/31/2020	\$ 40,764,591	\$ 23,431,750	\$ 1,096,777	\$ (3,234,158)	\$ 1,417,002	\$ 2,204,248	\$ 10	\$ 13,213,237	\$ 933,148	\$ 577,767	\$ 1,124,810
Receivables (increase)/decrease -	(17,544,362)	(18,450,306)	189	-	610,520	35,185	-	-	259,748	302	-
Payables increase/(decrease) -	401,952	203,803	43,547	74,623	(3,029)	82,928	-	-	-	79	-
Revenues increase/(decrease) -	28,543,810	16,324,263	161,427	256,968	858,170	47,252	-	10,768,604	-	127,125	-
Expenditures (increase)/decrease -	(27,306,012)	(7,431,046)	(205,939)	(515,568)	(450,253)	(290,209)	-	(18,357,851)	-	(55,146)	-
Cash and investments 1/31/2021	\$ 24,859,979	\$ 14,078,465	\$ 1,096,002	\$ (3,418,136)	\$ 2,432,411	\$ 2,079,405	\$ 10	\$ 5,623,990	\$ 1,192,896	\$ 650,128	\$ 1,124,810

**ISD 709 ACH & WIRE TRANSFER SUMMARY FOR THE MONTH ENDING 1/31/2021**

<b>Check Date</b>	<b>Wire Trx/CP</b>	<b>Vendor Name</b>	<b>Check Amount</b>
1/6/2021	8000000507	DRYER PETERSON & KNUTSON, P.C.	\$ 7,206.00
1/6/2021	8000000508	GOODIN COMPANY	\$ 164.23
1/6/2021	8000000509	HOGLUND BUS CO INC	\$ 107.64
1/6/2021	8000000510	INVOLTA LLC	\$ 2,500.00
1/6/2021	8000000511	JOSTENS INC	\$ 565.08
1/6/2021	8000000512	NORTHERN BUSINESS PRODUCTS INC	\$ 592.67
1/6/2021	8000000513	NORTHLAND FIRE AND SAFETY INC	\$ 49.92
1/6/2021	8000000514	PRAXAIR DISTRIBUTION INC	\$ 1,068.30
1/6/2021	8000000515	SCHMITT MUSIC CENTERS	\$ 583.79
1/6/2021	8000000516	SCHOOL SPECIALTY INC	\$ 780.82
1/8/2021	8000000517	AFSCME MN CNCIL 5 EFT PARA PRO & FD SVC DUES	\$ 9,051.30
1/8/2021	8000000518	CITISTREET FOR MSRS EFT	\$ 46,461.48
1/8/2021	8000000519	DULUTH FEDERATION OF TEA	\$ 34,103.33
1/8/2021	8000000520	EBC - FLEX EFT	\$ 8,039.90
1/8/2021	8000000521	EBC - TSA EFT	\$ 54,319.28
1/8/2021	8000000522	EDUCATION MN CLERICAL EFT	\$ 810.66
1/8/2021	8000000523	FEDERAL 941 PR TAXES	\$ 573,073.50
1/8/2021	8000000524	MG TRUST	\$ 175,165.82
1/8/2021	8000000525	MN CHILD SUPPORT EFT	\$ 247.81
1/8/2021	8000000526	MN STATE PR TAXES	\$ 95,998.76
1/8/2021	8000000527	PUBLIC EMPLOYEES RETIREMENT EFT	\$ 92,616.29
1/8/2021	8000000528	TEACHERS RETIREMENT ASSOC EFT	\$ 288,724.97
1/11/2021	8000000529	JAMAR COMPANY	\$ 3,632.78
1/11/2021	8000000530	NORTHERN BUSINESS PRODUCTS INC	\$ 222.11
1/11/2021	8000000531	PRAXAIR DISTRIBUTION INC	\$ 632.71
1/11/2021	8000000532	SCHOLASTIC INC TEACHING RESOURCES	\$ 104.39
1/11/2021	8000000533	SCHOOL HEALTH CORP	\$ 143.28
1/19/2021	8000000534	ARROWHEAD RADIO & SEC HUNT ELECTRIC CORP	\$ 2,588.70
1/19/2021	8000000535	BARNES AND NOBLE BKSTR	\$ 975.02
1/19/2021	8000000536	BRAUN INTERTEC CORP	\$ 8,750.00
1/19/2021	8000000537	GOODIN COMPANY	\$ 104.16
1/19/2021	8000000538	JAMAR COMPANY	\$ 1,000.00
1/19/2021	8000000539	JOHNSON CONTROLS INC	\$ 8,724.51
1/19/2021	8000000540	MICHAUD DIST INC	\$ 165.00
1/19/2021	8000000541	NORTHERN BUSINESS PRODUCTS INC	\$ 160.31
1/19/2021	8000000542	PER MAR SECURITY SERVICES	\$ 3,791.94
1/19/2021	8000000543	SCHOOL SPECIALTY INC	\$ 1,766.86
1/19/2021	8000000544	TWIN PORTS PAPER AND SUPPLY	\$ 40.68
1/22/2021	8000000545	CITISTREET FOR MSRS EFT	\$ 97,665.33
1/22/2021	8000000546	DULUTH FEDERATION OF TEA	\$ 34,114.19
1/22/2021	8000000547	EBC - FLEX EFT	\$ 8,039.90
1/22/2021	8000000548	EBC - TSA EFT	\$ 55,072.21
1/22/2021	8000000549	EDUCATION MN CLERICAL EFT	\$ 810.66

1/22/2021	8000000550	FEDERAL 941 PR TAXES	\$	554,991.95
1/22/2021	8000000551	MG TRUST	\$	186,361.35
1/22/2021	8000000552	MN CHILD SUPPORT EFT	\$	247.81
1/22/2021	8000000553	MN STATE PR TAXES	\$	92,936.78
1/22/2021	8000000554	NATL CONF OF FIREMEN AND OILERS 32BJ ADF	\$	18.00
1/22/2021	8000000555	PUBLIC EMPLOYEES RETIREMENT EFT	\$	79,293.65
1/22/2021	8000000556	TEACHERS RETIREMENT ASSOC EFT	\$	291,441.35
1/25/2021	8000000557	ARROWHEAD RADIO & SEC HUNT ELECTRIC CORP	\$	778.17
1/25/2021	8000000558	BARNES AND NOBLE BKSTR	\$	11.99
1/25/2021	8000000559	FORUM COMMUNICATIONS COMPANY	\$	805.21
1/25/2021	8000000560	JAMAR COMPANY	\$	162.53
1/25/2021	8000000561	JOHNSON CONTROLS INC	\$	22,861.82
1/25/2021	8000000562	MN HOIST INSPECTION INC	\$	587.37
1/25/2021	8000000563	NORTHERN BUSINESS PRODUCTS INC	\$	357.39
1/25/2021	8000000564	NORTHLAND FIRE AND SAFETY INC	\$	290.09
1/25/2021	8000000565	SCHMITT MUSIC CENTERS	\$	441.37
1/25/2021	8000000566	SCHOOL HEALTH CORP	\$	3,415.12
1/25/2021	8000000567	SCHOOL SPECIALTY INC	\$	584.86
1/25/2021	8000000568	TEXTBOOK WAREHOUSE INC	\$	776.00
1/25/2021	8000000569	TRI DIM FILTER CORPORATION	\$	1,147.26
1/25/2021	8000000570	TWIN PORTS PAPER AND SUPPLY	\$	23.24
1/25/2021	8000000571	VIKING ELECTRIC SUPPLY	\$	514.58
1/28/2021	8000000572	ASSOCIATED BANK (EFT)	\$	4,512,500.00
1/28/2021	8000000573	DELTA DENTAL PLAN OF MN(EFT)	\$	55,145.61
1/28/2021	8000000574	HARRIS BANK MASTERCARD EFT	\$	21,386.66
1/28/2021	8000000575	MEDICA HEALTH PLAN (EFT)	\$	147,188.00
1/28/2021	8000000576	PEIP - HLTH EFT	\$	1,579,394.28
1/28/2021	8000000577	U S BANK TRUST N A CORP EFT	\$	13,845,351.15

**Report Total \$ 23,019,749.88**

**ISD 709 VENDOR REPORT FOR THE MONTH ENDING 1/31/2021**

<b>Check Date</b>	<b>Check Number</b>	<b>Vendor Name</b>	<b>Check Amount</b>
1/4/2021	701489	APPLIANCE REPAIR SERVICE	\$ 391.15
1/4/2021	701490	ASSOCIATION OF TITLE IX ADMINISTRATORS	\$ 4,999.00
1/4/2021	701491	AT&T WIRELESS	\$ 25.53
1/4/2021	701492	BEST BUY GOVT & EDUCATION	\$ 466.67
1/4/2021	701493	CHARTER COMMUNICATIONS	\$ 91.99
1/4/2021	701494	CLARITY INTERPRETING SERVICES LLC	\$ 300.00
1/4/2021	701495	DALCO	\$ 485.93
1/4/2021	701496	DONALD HOLM CONSTRUCTION	\$ 6,641.37
1/4/2021	701497	DULUTH AREA CHAMBER OF COMMERCE	\$ 2,200.00
1/4/2021	701498	DULUTH COMMUNITY SCHOOL COLLABORATIVE	\$ 3,047.47
1/4/2021	701499	DULUTH FINE PIANOS LLC	\$ 3,999.00
1/4/2021	701500	DULUTH LAWN AND SPORT	\$ 52.52
1/4/2021	701501	FEDERAL EXPRESS CORP	\$ 16.16
1/4/2021	701502	GRAINGER W W INC	\$ 59.09
1/4/2021	701503	GRAYBAR ELECTRIC CO	\$ 1,183.66
1/4/2021	701504	HOBART SALES AND SERVICE	\$ 1,234.60
1/4/2021	701505	HOLIDAY STATIONSTORES INC	\$ 735.62
1/4/2021	701506	INSIGHT PUBLIC SECTOR	\$ 1,238.02
1/4/2021	701507	JH LARSON COMPANY	\$ 116.19
1/4/2021	701508	LEAF CAPITAL FUNDING LLC	\$ 1,545.72
1/4/2021	701509	MENARDS HERMANTOWN	\$ 33.54
1/4/2021	701510	MENARDS SPIRIT VALLEY	\$ 128.32
1/4/2021	701511	MN SCHOOL BOARDS ASSN	\$ 975.00
1/4/2021	701512	MN SUPPLY CO	\$ 173.55
1/4/2021	701513	MOTION INDUSTRIES INC	\$ 45.05
1/4/2021	701514	NORTHERN DOOR AND HARDWARE	\$ 1,215.00
1/4/2021	701515	OVERHEAD DOOR CO INC	\$ 300.00
1/4/2021	701516	R.M. COTTON COMPANY	\$ 400.00
1/4/2021	701517	RANGE PAGING	\$ 675.00
1/4/2021	701518	SPRINT	\$ 356.97
1/4/2021	701519	ST LOUIS COUNTY AUDITOR	\$ 6,299.18
1/4/2021	701520	TUNED IN WITH CINDY	\$ 747.00
1/4/2021	701521	VEIT AND COMPANY INC	\$ 401.00
1/4/2021	701522	VERIZON WIRELESS	\$ 182.82
1/4/2021	701523	VIELE CONTRACTING INC	\$ 2,902.90
1/8/2021	701524	Durick Eder, Kelly A	\$ 581.80
1/8/2021	701525	Oleary, Paulette M	\$ 476.92
1/8/2021	701526	EDUCATION MINNESOTA	\$ 30.94
1/8/2021	701527	EDUCATION MN INTEGRATION SPEC LOCAL 7373	\$ 215.18
1/8/2021	701528	EXECUTIVE EMPLOYEES ASSN	\$ 150.00
1/8/2021	701529	GURSTEL STALOCH & CHARGO ATTYS FOR JUDGMENT	\$ 71.89
1/8/2021	701529	GURSTEL STALOCH & CHARGO ATTYS FOR JUDGMENT	\$ (71.89)
1/8/2021	701530	MESSERLI & KRAMER	\$ 578.75

1/8/2021	701530	MESSERLI & KRAMER	\$	(578.75)
1/8/2021	701531	NATIONAL CONF OF FIREMEN AND OILERS 32BJ/SEIU	\$	3,939.45
1/8/2021	701532	NON CERT SUPV EMPLOYEES	\$	210.00
1/8/2021	701533	RIVERVIEW LAW OFFICE PLLC	\$	211.39
1/8/2021	701534	US TREASURY INTERNAL REVENUE SERVICE	\$	381.38
1/8/2021	701535	UNITED WAY OF GREATER DULUTH	\$	35.00
1/8/2021	701536	WI SCTF	\$	1,209.26
1/8/2021	701537	MESSERLI & KRAMER	\$	530.31
1/11/2021	701538	3P LEARNING INC	\$	358.75
1/11/2021	701539	AARP HEALTH CARE OPTIONS	\$	6,705.68
1/11/2021	701540	ACT - AMERICAN COLLEGE TESTING	\$	7,906.00
1/11/2021	701541	ADVANTAGE EMBLEM INC	\$	264.00
1/11/2021	701542	RALPH ANDERSON	\$	385.00
1/11/2021	701543	NANCY ANDREWS	\$	845.08
1/11/2021	701544	AT&T WIRELESS	\$	3,579.18
1/11/2021	701545	AW KUETTEL AND SONS INC	\$	892.10
1/11/2021	701546	BATTERIES PLUS 34	\$	28.95
1/11/2021	701547	BENSON ELECTRIC CO INC	\$	278.77
1/11/2021	701548	BLICK ART MATERIALS	\$	1,207.46
1/11/2021	701549	Brea A Boomer	\$	875.07
1/11/2021	701550	BULK OFFICE SUPPLY	\$	60.96
1/11/2021	701551	CARLIN SALES CORPORATION PROGREEN PLUS	\$	1,085.95
1/11/2021	701552	Sherri A Carlson	\$	74.74
1/11/2021	701553	CDW GOVERNMENT INC	\$	377.10
1/11/2021	701554	CHARTER COMMUNICATIONS	\$	15,545.00
1/11/2021	701555	CHILDPLUS	\$	9,521.32
1/11/2021	701556	COMO OIL & PROPANE	\$	12,587.04
1/11/2021	701557	COSTIN GROUP INC	\$	3,000.00
1/11/2021	701558	DALCO	\$	858.31
1/11/2021	701559	DONNA DANIELSON	\$	39.74
1/11/2021	701560	DEMCO	\$	246.53
1/11/2021	701561	DEMO-LICIOUS	\$	30.00
1/11/2021	701562	DIGITAL SIGNUP DIVISION OF SOFTURA	\$	777.50
1/11/2021	701563	EDUCATORS BENEFIT CONSULTANTS (DBA) AVIBEN	\$	1,144.96
1/11/2021	701564	FENLASON DEBBIE	\$	160.00
1/11/2021	701565	Robert A Fox	\$	39.74
1/11/2021	701566	GRAYBAR ELECTRIC CO	\$	67.15
1/11/2021	701567	ELIZABETH GRAYDEN	\$	160.00
1/11/2021	701568	CYNTHIA M GRINDY	\$	2,256.08
1/11/2021	701569	GUSTAVE A LARSON COMPANY	\$	12.91
1/11/2021	701570	MARLYS JOHNSON	\$	525.00
1/11/2021	701571	LAKEHEAD TRUCKING INC	\$	2,324.00
1/11/2021	701572	LEAF CAPITAL FUNDING LLC	\$	228.00
1/11/2021	701573	LOGERGREN GARY A	\$	350.00
1/11/2021	701574	MENARDS HERMANTOWN	\$	219.37
1/11/2021	701575	MENARDS SPIRIT VALLEY	\$	12.76
1/11/2021	701576	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	632.96

1/11/2021	701577	MN ASSN OF SECONDARY SCHOOL PRNCIPLS (MASSP)	\$	240.00
1/11/2021	701578	MN DEPT OF LABOR AND INDUSTRY	\$	30.00
1/11/2021	701579	MOTION INDUSTRIES INC	\$	197.81
1/11/2021	701580	MIRIAM MOUNT	\$	385.00
1/11/2021	701581	SARAH MURRAY	\$	154.56
1/11/2021	701582	NASCO	\$	184.12
1/11/2021	701583	NORTHWOOD CHILDREN'S SERVICES	\$	29,696.86
1/11/2021	701584	JODI PAULSON	\$	220.80
1/11/2021	701585	CARRIE L PLAMANN	\$	45.48
1/11/2021	701586	POSTMASTER	\$	300.00
1/11/2021	701587	KELLIE POWLESS	\$	12.10
1/11/2021	701588	PRACHAR JENNIFER	\$	1,224.00
1/11/2021	701589	PROBST VICKI	\$	80.00
1/11/2021	701590	LINDSEY L RUHNKE	\$	220.80
1/11/2021	701591	JUDY SABEE	\$	424.74
1/11/2021	701592	CHERYL L SCIANNI	\$	884.82
1/11/2021	701593	SPIRIT OF THE LAKE COMMUNITY SCHOOL	\$	289.28
1/11/2021	701594	MOIRA K SWEENEY	\$	39.74
1/11/2021	701595	TALX CORPORATION EQUIFAX	\$	2,554.56
1/11/2021	701596	AMANDA K TESSIER	\$	132.48
1/11/2021	701597	THERAPRO, INC	\$	495.00
1/11/2021	701598	THYSSENKRUPP ELEVATOR CORP	\$	3,375.00
1/11/2021	701599	UNITED PARCEL SERVICE UPS	\$	49.51
1/11/2021	701600	UNITED TRUCK BODY CO INC	\$	50.00
1/11/2021	701601	UPPER LAKES FOODS INC	\$	36,500.15
1/11/2021	701602	VERIZON WIRELESS	\$	600.21
1/11/2021	701603	VOYAGEUR BUS CO	\$	586.65
1/11/2021	701604	VOYAGEUR BUS CO CONTRACT PAYMENT	\$	129,452.01
1/11/2021	701605	KELLY M WEINGART	\$	198.72
1/11/2021	701606	WIPFLI	\$	14,525.00
1/11/2021	701607	WI DEPT OF TRANSP VEHICLE RECORDS SECTION	\$	21.00
1/11/2021	701608	WITHERSPOON SALAAM	\$	800.00
1/11/2021	701609	Carole A Zanardi	\$	132.48
1/13/2021	701610	Constantini, Thomas J	\$	768.62
1/18/2021	701611	BELANGER INC	\$	288.00
1/18/2021	701612	BIMBO BAKERIES USA	\$	463.60
1/18/2021	701613	BLOTTI JOHN	\$	17,865.35
1/18/2021	701614	CARLSON REFRIGERATION	\$	1,461.04
1/18/2021	701615	CDW GOVERNMENT INC	\$	24.50
1/18/2021	701616	CENTURYLINK	\$	183.55
1/18/2021	701617	CITY OF DULUTH FINANCE DEPT	\$	1,232.73
1/18/2021	701618	CITY OF RICE LAKE	\$	287.90
1/18/2021	701619	COMMUNITY SERVICES ACCT	\$	1,465.00
1/18/2021	701620	COMO LUBE AND SUPPLIES	\$	155.00
1/18/2021	701621	CREATION STATION	\$	245.00
1/18/2021	701622	CRISIS PREVENTION INSTITUTE	\$	525.00
1/18/2021	701623	DALCO	\$	2,281.91

1/18/2021	701624	DULUTH ENERGY SYSTEMS FMRLY DULUTH STEAM	\$	10,994.46
1/18/2021	701625	DULUTH TIMES	\$	3,000.00
1/18/2021	701626	GRAINGER W W INC	\$	43.40
1/18/2021	701627	GRAYBAR ELECTRIC CO	\$	151.46
1/18/2021	701628	GREAT LAKES OFFICE SOLUTIONS INC	\$	757.28
1/18/2021	701629	GUARDIAN PEST SOLUTIONS INC	\$	50.00
1/18/2021	701630	HOPE FOR KIDS CHILDCARE CENTER	\$	170.00
1/18/2021	701631	HORIZON COMMERCIAL POOL SUPPLY	\$	4,370.00
1/18/2021	701632	HUDSON LEANNA	\$	2,176.00
1/18/2021	701633	IXL LEARNING	\$	449.00
1/18/2021	701634	JOHNSTONE SUPPLY	\$	361.44
1/18/2021	701635	JUNIOR LIBRARY GUILD	\$	646.08
1/18/2021	701636	KEMPS LLC	\$	12,874.23
1/18/2021	701637	LEAF CAPITAL FUNDING LLC	\$	368.98
1/18/2021	701638	LEARNING A-Z	\$	61.22
1/18/2021	701639	LINDENMEYR MUNROE	\$	3,610.13
1/18/2021	701640	MANSEL PROPERTIES LLC	\$	725.00
1/18/2021	701641	MENARDS SPIRIT VALLEY	\$	127.69
1/18/2021	701642	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	474.29
1/18/2021	701643	MN DEPT OF HEALTH FOOD MANAGER CERT	\$	35.00
1/18/2021	701644	MN POWER AND LIGHT CO	\$	74,116.29
1/18/2021	701645	NEXTERA COMMUNICATIONS	\$	1,802.25
1/18/2021	701646	NORTHEAST SERVICE COOP NORTHEAST ECSU	\$	305.00
1/18/2021	701647	PRO PRINT INC	\$	10,281.21
1/18/2021	701648	SCHOOL NURSE SUPPLY INC	\$	237.95
1/18/2021	701649	SHEL/DON BUSINESS SOLUTIONS	\$	222.58
1/18/2021	701650	SUPER ONE FOODS 565 WEST DUL	\$	51.78
1/18/2021	701651	UHG	\$	6,221.16
1/18/2021	701652	UNIV OF MN DULUTH STUDENT FINANCIAL SVC	\$	23,828.00
1/18/2021	701653	VIELE CONTRACTING INC	\$	2,598.40
1/18/2021	701654	WALKER BOOKS	\$	99.99
1/22/2021	701655	Backus, Ginger I	\$	-
1/22/2021	701656	Lippitt, Martha L	\$	1,975.80
1/22/2021	701657	EDUCATION MINNESOTA	\$	30.94
1/22/2021	701658	EDUCATION MN INTEGRATION SPEC LOCAL 7373	\$	215.18
1/22/2021	701659	MESSERLI & KRAMER	\$	470.68
1/22/2021	701660	NATL PEOPLE COMMITTEE THE AFSCME COUNCIL 5	\$	26.15
1/22/2021	701661	NCPERS MN-138222 GRP LIFE INS C/O MEMBER BEN	\$	96.00
1/22/2021	701662	RIVERVIEW LAW OFFICE PLLC	\$	150.92
1/22/2021	701663	US TREASURY INTERNAL REVENUE SERVICE	\$	145.81
1/22/2021	701664	UNITED WAY OF GREATER DULUTH	\$	35.00
1/22/2021	701665	WI SCTF	\$	1,209.26
1/25/2021	701666	APPLE COMPUTER INC	\$	598.00
1/25/2021	701667	ASSOCIATION MONTESSORI INTERNATIONAL/USA	\$	4,620.00
1/25/2021	701668	AUTO VALUE	\$	191.63
1/25/2021	701669	AW KUETTEL AND SONS INC	\$	562.50
1/25/2021	701670	ELIZABETH CARVER	\$	30.45

1/25/2021	701671	CDW GOVERNMENT INC	\$	1,087.20
1/25/2021	701672	CHARTER COMMUNICATIONS	\$	183.98
1/25/2021	701673	COMFORTSYSTEMS DULUTH PUBLIC UTILITIES	\$	73,716.14
1/25/2021	701674	CRISIS PREVENTION INSTITUTE	\$	3,799.00
1/25/2021	701675	DAKOTA TRUCK UNDERWRITERS	\$	49,725.42
1/25/2021	701676	DALCO	\$	2,163.90
1/25/2021	701677	DELL COMPUTER	\$	788.30
1/25/2021	701678	GRAINGER W W INC	\$	17.52
1/25/2021	701679	GRAYBAR ELECTRIC CO	\$	246.21
1/25/2021	701680	HOLIDAY STATIONSTORES INC	\$	4,388.54
1/25/2021	701681	SARAH HURST	\$	191.25
1/25/2021	701682	INSIGHT PUBLIC SECTOR	\$	792.50
1/25/2021	701683	KASEYA US LLC	\$	360.00
1/25/2021	701684	LIBERTY MUTUAL INSURANCE	\$	74,313.86
1/25/2021	701685	MARCO TECHNOLOGIES LLC	\$	5,986.70
1/25/2021	701686	MARSHALL SCHOOL	\$	2,032.28
1/25/2021	701687	MENARDS SPIRIT VALLEY	\$	188.57
1/25/2021	701688	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	17.64
1/25/2021	701689	MN ASSN OF SECONDARY SCHOOL PRNCPLS (MASSP)	\$	390.00
1/25/2021	701690	MN SAFETY COUNCIL INC	\$	646.00
1/25/2021	701691	NORTHERN DOOR AND HARDWARE	\$	77.50
1/25/2021	701692	OAKTREE PRODUCTS	\$	141.95
1/25/2021	701693	OFFICE OF MN IT SVC TECHNOLOGY SHARED SVC	\$	1,218.88
1/25/2021	701694	PAPER PEOPLE, THE	\$	5,043.07
1/25/2021	701695	PITNEY BOWES	\$	460.26
1/25/2021	701696	SAVVAS LEARNING COMPANY LLC	\$	611.47
1/25/2021	701697	SELL HARDWARE INC	\$	60.50
1/25/2021	701698	SHI INTERNATIONAL CORP	\$	66,704.08
1/25/2021	701699	SNYDER KAREN	\$	75.00
1/25/2021	701700	SUPER ONE FOODS 565 WEST DUL	\$	97.32
1/25/2021	701701	TEAMWORKS INTERNATIONAL	\$	1,406.40
1/25/2021	701702	TRIMARK HOCKENBERGS	\$	9,996.90
1/25/2021	701703	TWIN PORT MAILING	\$	135.67
1/25/2021	701704	VOYAGEUR BUS CO CONTRACT PAYMENT	\$	188,377.35
1/25/2021	701705	WALKER BOOKS	\$	99.99
1/25/2021	701706	WASECA BIOMES	\$	800.00
1/25/2021	701707	WASTE MGMT OF NORTHERN MN DISPOSAL INC	\$	5,959.67

**Report Total \$ 1,052,519.50**

## January 2021 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
ALC	No Activity						
Congdon Park Elementary	1/6/2021	Marshall Hardware	2864	\$ 74.90	Lids for salt containers	General Fund	Supplies
Congdon Park Elementary	1/27/2021	Steve Kolberg	2865	\$ 12.27	Supplies for Covid	General Fund	Supplies
Congdon Park Elementary	1/27/2021	Pat Shaw	2866	\$ 20.98	Supplies for Covid	General Fund	Supplies
Denfeld High School	1/7/2021	Sams Florist and Greenh	29297	\$ 183.00	employee family flowers	General Fund	Supplies
Denfeld High School	1/7/2021	Advantage Emblem and S	29298	\$ 545.68	merchandise	Hunter Shack/Store	Supplies
Denfeld High School	1/7/2021	Adair Ballavance	29299	\$ 159.92	face masks	Basketball Girls	Supplies
Denfeld High School	1/7/2021	Borah Teamwear	29300	\$ 1,335.00	nordic suits	Athletic Fund	Atheltic Supplies
Denfeld High School	1/7/2021	Borah Teamwear	29300	\$ 500.00	nordic suits	Nordic Ski	Uniforms
Denfeld High School	1/7/2021	Cliff Knettel	29301	\$ 185.06	ATand T/trophies	Swim-Girls	Athletic Supplies-Girls
Denfeld High School	1/7/2021	Cliff Knettel	29301	\$ 152.41	McAfee	Swim-Girls	Athletic Supplies-Girls
Denfeld High School	1/8/2021	Adair Ballavance	29302	\$ 159.92	masks	Basketball Girls	Athletic Supplies-Girls
Denfeld High School	1/8/2021	Adair Ballavance	29303	\$ 664.00	maps	Grant Account	Supplies
Denfeld High School	1/15/2021	Antony Ferguson	29304	\$ 190.00	reimburse for play script	Drama	Instructional Supplies
Denfeld High School	1/15/2021	Gina Hollinday	29305	\$ 359.60	stolls	Natl Honor Society	Supplies
Denfeld High School	1/15/2021	Troy Eaton	29306	\$ 20.00	reimb. for testing fee	Advance Placement	Testing Fees
Denfeld High School	1/15/2021	Colleen Knettel	29307	\$ 252.90	books	Library/Media	Library Books
Denfeld High School	1/15/2021	Craig Lipinski	29308	\$ 79.00	G bball ref 1/14	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/15/2021	Timothy Holmstrom	29309	\$ 79.00	G bball ref 1/14	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/15/2021	Steve Knutson	29310	\$ 79.00	G bball ref 1/14	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/15/2021	Jill Lofald	29311	\$ 49.98	Debate Comp materials	Debate	Supplies
Denfeld High School	1/15/2021	John Hoban	29312	\$ 138.17	art supplies	Art	Supplies
Denfeld High School	1/22/2021	BSN Sports Inc	29313	\$ 400.00	game balls (6)	Athletic Fund	Athletic Supplies-Boys
Denfeld High School	1/22/2021	BSN Sports Inc	29313	\$ 3,399.99	shorts/tshirts	Football	Uniforms
Denfeld High School	1/22/2021	Kari Bulthuis	29314	\$ 20.00	refund PSAT test	Advance Placement	Testing Fees
Denfeld High School	1/22/2021	Kiwanis International	29315	\$ 225.00	Keyclub Dues	Key Club	Dues and Memberships
Denfeld High School	1/22/2021	Advantage Emblem and S	29316	\$ 33.00	embroidery	Hunter Shack/Store	Supplies
Denfeld High School	1/22/2021	Jordan Balow	29317	\$ 79.00	G bball ref 1/21	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Eddie Bashaw	29318	\$ 79.00	G bball ref 1/21	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Todd Marunich	29319	\$ 79.00	G bball ref 1/21	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Thomas Zbacnik	29320	\$ 79.00	G bball ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	Andy Stukel	29321	\$ 79.00	Bball ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/22/2021	ISD 709	29322	\$ 14,055.00	Fall Activity fees 2020	Athletic Part Fees	Activity Fees Refund
Denfeld High School	1/25/2021	Jill Lofald	29323	\$ 272.64	speech team supplies	Speech	Supplies
Denfeld High School	1/25/2021	Pequot Lakes High Schoo	29324	\$ 7.00	Reg. for competition	Speech	Entry Fees Paid
Denfeld High School	1/25/2021	Chanhassen High School	29325	\$ 32.00	Reg. fee for Speech comp 1/23/	Speech	Entry Fees Paid
Denfeld High School	1/25/2021	MSHSL	29326	\$ 204.00	Handbooks/rules/scorebooks	Athletic Fund	Athletic Supplies
Denfeld High School	1/25/2021	BSN Sports Inc	29327	\$ 1,591.39	gym wall mats	Athletic Advertising	Supplies
Denfeld High School	1/25/2021	ESC Systems	29328	\$ 825.00	streaming equipment	Athletic Fund	Supplies
Denfeld High School	1/28/2021	Adair Ballavance	29329	\$ 40.34	masks	Basketball Girls	Athletic Supplies-Girls

## January 2021 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
Denfeld High School	1/28/2021	BSN Sports Inc	29330	\$ 45.00	soccer net clips	PSS	Materials for Resales
Denfeld High School	1/28/2021	Marshall Nordic Ski	29331	\$ 185.00	Nordic race 1/28	Nordic Ski	Entry Fees Paid
Denfeld High School	1/28/2021	Allie J. Pasch	29332	\$ 158.00	Hockey ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/28/2021	Patrick Dyer	29333	\$ 177.00	hockey ref 1/19	Athletic Fund	Contracted Services-Girls
Denfeld High School	1/28/2021	Mike Hill	29334	\$ 98.00	G hockey ref 1/19	Athletic Fund	Contracted Services-Girls
East High School	1/6/2021	Arbor Day Foundation	63583	\$ 20.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	MSHSL	63584	\$ 85.50	2020-21 Supplies	Athletic Fund	Supplies
East High School	1/6/2021	Anthropocene Magazine	63585	\$ 20.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	National Wildlife Federati	63586	\$ 16.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	Birds and Blooms	63587	\$ 12.98	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	Defenders of Wildlife	63588	\$ 15.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	World Wildlife Fund	63589	\$ 15.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	National Audubon Societ	63590	\$ 20.00	membership renewal	Duluth FFA	Dues and Memberships
East High School	1/6/2021	Booklist	63591	\$ 75.00	subscription renewal	Library/Media	Instructional Materials
East High School	1/6/2021	Seboe, Danette	63592	\$ 245.14	SA Reimbursement	General Fund	Supplies
East High School	1/6/2021	Denfeld Activities Office	63593	\$ 600.00	German Zoo Trip - Denfeld	German	Travel Fees
East High School	1/6/2021	ISD 709	63594	\$ 670.15	B Soccer 8.27 - GRapids	Soccer-Boys	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 1,646.37	B Soccer 9.15 HIB 9.17 CLOQ	Soccer-Boys	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 211.46	G Soccer 10.7 hermantown	Soccer-Girls	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 220.55	Fball - 10.23 HTown	Football	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 189.30	Fball 11.6 Proctor	Football	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 212.56	CC - Princeton 10.15	Cross Country	Transportation
East High School	1/6/2021	ISD 709	63594	\$ 336.82	G Swim 10.24 - Centennial	Swim-Girls	Transportation
East High School	1/6/2021	BSN Sports	63595	\$ 709.93	Whistles and balls	Athletic Fund	Supplies
East High School	1/6/2021	On the Limit	63596	\$ 232.50	Orchestra Polos	Music-Orchestra	Uniforms
East High School	1/6/2021	Knettel, Cliff	63597	\$ 1,043.93	B Swim Supplies Reimburseme	Swim-Boys	Supplies
East High School	1/21/2021	Brent's Biffies	63598	\$ 170.00	biffie rental	Athletic Fund	Contracted Services
East High School	1/21/2021	Denfeld Activities Office	63599	\$ 300.00	Nordic Entry Fee 1/19	Athletic Fund	Entry Fees Paid
East High School	1/21/2021	Two Harbors High Schoo	63600	\$ 260.00	Entry Fee - Nordic 1/14	Athletic Fund	Entry Fees Paid
East High School	1/21/2021	Marshall Hardware	63601	\$ 13.97	general supplies	General Fund	Supplies
East High School	1/21/2021	Rudolph, John	63602	\$ 99.00	Conference fee reimbursement	General Fund	Dues and Memberships
East High School	1/21/2021	Culligan	63603	\$ 42.18	Office Water	General Fund	Supplies
East High School	1/21/2021	FLDT Booster	63604	\$ 210.00	Entry Fee - Dance 1/30	Athletic Fund	Entry Fees Paid
East High School	1/21/2021	Fuller, Christina	63605	\$ 200.00	Assessment Fee - Fuller	Noper Fdtn Mem	Scholarship
East High School	1/21/2021	Amazon	63606	\$ 368.24	ACT Supplies	Guidance	Supplies
East High School	1/21/2021	Amazon	63607	\$ 113.60	supplies	Guidance	Supplies
East High School	1/21/2021	Carlson, Gregory	63608	\$ 689.09	DC Trip Refund R. Carlson	Music-Band	Trip Refund
East High School	1/21/2021	Arthur's Formal Wear	63609	\$ 405.00	Tuxedo Rental	Chorales	Rental Fees Paid
East High School	1/21/2021	Jones, Greg	63610	\$ 602.35	props, costumes, set spllies	Drama	Supplies
East High School	1/21/2021	Jones, Greg	63610	\$ 37.33	Texts for speech	Speech	Supplies
East High School	1/26/2021	Grove, Jackson	63611	\$ 500.00	OAP Technician Work - Duluth	Drama	Contracted Services

## January 2021 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
East High School	1/26/2021	Norcostco, Inc.	63612	\$ 181.06	one act supplies	Drama	Supplies
East High School	1/26/2021	Eckholm, Traci	63613	\$ 150.00	Season Guest Pass Refund	Athletic Fund	Pass Refund
East High School	1/26/2021	Eckholm, Traci	63613	\$ 500.00	Hockey 20-21 Act Fee Refund	Athletic Part Fees	Fee Refund
East High School	1/26/2021	Bates, Kyle	63614	\$ 79.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Sowl, Matthew Forrest	63615	\$ 79.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Cotrell, Kyle	63616	\$ 79.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Liebaert, Andrew	63617	\$ 98.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Hill, Mike	63618	\$ 98.00	B Hockey v Denfeld 1.14	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Pogatchnik, Jamie	63619	\$ 60.00	BBB V Cloquet - JV 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Balow, Jordan	63620	\$ 60.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Kmecik, Brian	63621	\$ 60.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Parendo, Derek	63622	\$ 60.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Finnerty, Jay	63623	\$ 79.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Lipinski, Craig	63624	\$ 79.00	BBB V Cloquet - 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Lipinski, Craig	63624	\$ 79.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Warren, Preston	63625	\$ 79.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Stanchfield, Dominic	63626	\$ 158.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Schulze, Kyle	63627	\$ 98.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Loye, Jon	63628	\$ 98.00	B Hockey v Superior 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Karnas, Jim	63629	\$ 79.00	B BB v Cloquet 1.19	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Karnas, Jim	63629	\$ 40.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Ujdur, Gerald	63630	\$ 40.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Pilon, Michael	63631	\$ 40.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Knutson, Steve	63632	\$ 79.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Weigand, Kurtis	63633	\$ 120.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Johnson, Jarrett	63634	\$ 120.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Holmstrom, Timothy	63635	\$ 79.00	G BB v Hermantown 1.21	Athletic Fund	Contracted Services-Girls
East High School	1/26/2021	Sheldon, Darren	63636	\$ 79.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Emanuel, Brad	63637	\$ 79.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Raj, Paul	63638	\$ 79.00	B BB v Minnehaha 1.22	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Seliga-Punyko, Judy	63639	\$ 79.00	B Swim and Dive 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Splinter, Jim	63640	\$ 79.00	B Swim and Dive 1.21	Athletic Fund	Contracted Services-Boys
East High School	1/26/2021	Holliday, Colleen	63641	\$ 109.96	supply reimbursement	Guidance	Supplies
East High School	1/26/2021	ESC Systems	63642	\$ 825.00	live stream equip	Athletic Fund	Supplies
Laura MacArthur Elementary	1/27/2021	KeyZone	5613	\$ 300.00	Refund - Karen Hanka	General Fund	Refund Key Zone
Lester Park Elementary	No Activity						
Lincoln Park Middle School	No Activity						
Myers-Wilkins Elem School	1/22/2021	Karen Tokarczyk	3667	\$ 28.93	Supply Purchase Reimb	General Fund	Supplies

**January 2021 Student Activity Expenditures**

<b>Site</b>	<b>Date</b>	<b>Payee</b>	<b>Check #</b>	<b>Amount</b>	<b>Description</b>	<b>Account No.</b>	<b>Object</b>
Myers-Wilkins Elem School	1/28/2021	Colleen Moran	3668	\$ 53.04	Gift Cards Reimb	Books for Kids	Supplies
Myers-Wilkins Elem School	1/28/2021	PNC Bank	3669	\$ 190.80	Book Order for Students	Books for Kids	Supplies
Ordean East Middle School	1/8/2021	Northeast Svc Co-Coop	13395	\$ 1,080.00	20-21 Jr High Knowledge Bowl	Knowledge Bowl	Entry Fees Paid
Ordean East Middle School	1/8/2021	ISD709	13396	\$ 200.00	20-21 Rentals Collected	Music-Band	Rental Fees Paid
Ordean East Middle School	1/20/2021	ISD709	13397	\$ 700.00	35 Subs Smart Music	Music-Band	Instructional Supplies
Ordean East Middle School	1/20/2021	ISD709	13397	\$ 660.00	35 Subs Smart Music	Music-Orchestra	Instructional Supplies
Piedmont Elementary	No Activity						
Stowe Elementary	1/26/2021	ISD709	6176	\$ 289.85	Amazon Purchase on p-card	Discretionary Donations	Supplies
Stowe Elementary	1/26/2021	ISD709	6177	\$ 586.65	Mont du Lac Ski bus	Discretionary Donations	Transportation
Stowe Elementary	1/26/2021	Brenda Vandell	6178	\$ 6.72	Sam's Club supplies	General Fund	Supplies
Stowe Elementary	1/26/2021	Brenda Vandell	6178	\$ 47.61	Kids outdoor grant/boots	Discretionary Donations	Supplies





**ISD 709 - Duluth Public Schools  
GF Investment Activity for FY21  
As of January 31, 2021**

**Beginning Investment Balance (December 31, 2020) \$ 15,224,304.44**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
1/25/2021	MN Trust Term Series	MNT	2/25/2021	0.06%	\$ 4,000,000.00

**Total Purchases \$ 4,000,000.00**

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
1/25/2021	MN Trust Term Series	MBS	1/25/2021	0.07%	\$ 15,000,000.00

**Total Maturities \$ 15,000,000.00**

**Other items:**

Add:	Money Market Funds Interest	\$	0.19
	Beginning Value Adjustment		
	Service Charge Fee Reversed		

Deduct:	Transaction Fees/Service Charge/Other		
	Market Value Adjustment-Adjust for Cost Basis		
	Duplicate Interest Payment entered - Reverse out		

**Total Other \$ 0.19**

**Ending Investment Balance (January 31, 2021) \$ 4,224,304.63**

**Note:** Ending Investment Balance as of January 31, 2020 was \$2,208,806.83

### Fundraisers – February 2021

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lakewood	5 <sup>th</sup> grade for Wolf Ridge	\$250.00	Calendar sales
Stowe	5 <sup>th</sup> grade for Wolf Ridge	\$75.00	Beef sticks

# Memorandum

**To:** Jill Lofald, School Board Chair  
Cathy Erickson, CFO/Executive Director of Business Services

**From:** David J. Spooner, Manager of Facilities

**Date:** March 9th, 2021

**Re:** Nordic Group Inc. - Bid 1290 – FY21 LTFM - Ordean East Middle School Entrance Doors

Attached please find three (3) copies of the Agreement between **Nordic Group Inc.** and ISD #709 to provide the scope of work defined in Bid 1290 for the Ordean East Middle School exterior door replacement project. The total cost of this work is a lump sum of \$156,590.00 and is a FY21 Board Approved LTFM Ten-Year Plan project.

**Recommendation:**

I am recommending that Ms. Jill Lofald, School Board Chair, enter into an agreement with **Nordic Group Inc.** to perform the work scope as defined in the attached Agreement for a lump sum amount of \$156,590.00.

If you concur, please sign the three (3) copies and return to Facilities Management for processing.

Sincerely,



David Spooner  
Manager of Facilities  
Enclosures



5517 Grand Avenue Duluth, MN 55807  
218-722-8271 218-722-9550 Fax

March 8, 2021

Mr. Dave Spooner  
Manager of Facilities  
ISD 709  
215 North First Avenue East  
Duluth, MN 55802

**Bid 1290**  
**Ordean East Middle School Door Replacement**

Dear Dave:

Four bids were received on March 4, 2021, for this project. The apparent low bidder was Nordic Group Inc. with a base bid amount of \$156,950. This amount is reasonable for the project scope, and we recommend awarding the contract to Nordic Group Inc.

We have not worked with Nordic Group previously, but we have worked with the subcontractors listed with their bid, and we feel that they will be able to perform this work.

Attached is the bid tabulation sheet and proposals received from all contractors.

Sincerely,

Robert Fern, AIA  
Architect

Encl.

**BID TABULATION**

**Bid 1290**  
**Ordean East Middle School Door Replacement**  
**Duluth, Minnesota**

**Bid Opening: March 4, 2021 at 2:00 PM**

<b>Contractor</b>	<b>Bid Bond/Check</b>	<b>Responsible Contractor Form</b>	<b>Base Bid</b>
Nordic Group Inc.	Bid Bond	Yes	156,950.00
Johnson-Wilson Constructors	Bid Bond	Yes	163,200.00
Four Star Construction	Bid Bond	Yes	168,448.00
Donald Holm Construction	Bid Bond	Yes	165,155.00

## AGREEMENT

45

**THIS AGREEMENT**, made and entered into this 16th day of March, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Nordic Group, Inc., an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until August 1, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Bid #1290 Ordean East Middle School Door Replacement**. This contract award is for the lump sum of \$156,950.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Bid #1290 and Bid #1290 Tabulation;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Payment and Performance Bond;
7. Contractor's Affidavit; and
8. Any other documents identified by District.

3. **Background Check.** N/A

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for the lump sum of \$156,950.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Nordic Group, Inc., 1583 County Road 4, Carlton, MN 55718.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

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

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.


Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

49

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

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

DocuSigned by:  
  
1E687DB6B2CB4F3...  
 SSN/Tax ID Number 3/9/2021  
 member80-090209  
 \_\_\_\_\_  
 Nordic Group, Inc. SSN/Tax ID Number Date

DocuSigned by:  
  
F4BB9215A4FE41B  
 SSN/Tax ID Number 3/9/2021  
 \_\_\_\_\_  
 Program Director SSN/Tax ID Number Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

05	E	335	865	368	520	000

Check if the contract will be paid using Student Activity Funds

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

\_\_\_\_\_  
CFO / Superintendent of Schools / **Board Chair**

\_\_\_\_\_  
Date



The Bid Security becomes the property of the Owner as liquidated damages for delay and additional expense in the event a contract agreement is not executed, performance and payment bonds, and/or certificates of insurance are not delivered within the time set forth above.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities or irregularities therein.

Bidder acknowledges receipt of the following addenda (identify number and date of each):

Addendum 1: March 1, 2021

The undersigned agrees to the provisions of the contract documents and hereby affixes authorized signature representing (checking one):

An individual doing business as: \_\_\_\_\_  
 A partnership  
 A corporation

Bidder acknowledges that this bid conforms to the project specifications and is in no way qualified.

Signature:  Title: President

Name of firm: Nordic Group, Inc.

Business address: 1583 County Road 4  
Carlton, MN 55718

Telephone No. ( 218 ) 461.0386 Email: chad.scott@nordicuw.com

### RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

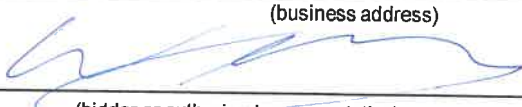
By signing this statement, I, Chad W. Scott,  
(type or print name)

President  
(title) certify that I am an owner or officer of the company

and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Nordic Group, Inc.  
(name of the person, partnership, or corporation submitting this proposal)

1583 County Road 4  
(business address)

Signed:   
(bidder or authorized representative)

Date: 03.04.2021

## ATTACHMENT A

### RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Minn. Stat. §16.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
  - a. is in compliance with workers' compensation and unemployment insurance requirements;
  - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
  - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
  - e.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
  - c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

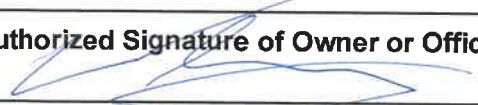
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

#### **CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

<b>Authorized Signature of Owner or Officer:</b> 	<b>Printed Name:</b> Chad W. Scott
<b>Title:</b> President	<b>Date:</b> March 4, 2021
<b>Company Name:</b> Nordic Group, Inc.	

**ATTACHMENT A-1**

**FIRST-TIER SUBCONTRACTOR LIST**  
*(Submit with Prime Contractor Response)*

**Minn. Stat. §16.285, Subd. 5:** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

<b>First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>
St. Germain Glass	Duluth, MN
Hunt Electric	Duluth, MN

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**Nordic Underwater Services, Inc. DBA Nordic Group, Inc.**  
1583 County Road 4  
Carlton, MN 55718

**SURETY:**

*(Name, legal status and principal place of business)*

**Selective Insurance Company of America**  
40 Wantage Avenue  
Branchville, NJ 07890

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

**ISD#709-Duluth Public Schools**

**BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)**

**PROJECT: Door Replacement at Ordean East Middle School**

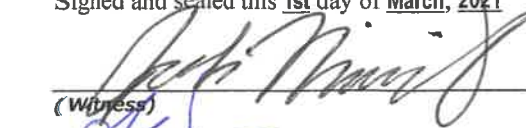

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of March, 2021

  
\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Witness)

**Nordic Underwater Services, Inc. DBA Nordic Group, Inc.**  
(Principal) \_\_\_\_\_ (Seal)  
(Title)  
**Selective Insurance Company of America**  
(Surety) \_\_\_\_\_ (Seal)  
(Title) **Troy Staples, Attorney-in-Fact**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**INDIVIDUAL ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public within and for said county, personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the Forgoing Instrument, as Principal and acknowledged to me that the execution of this instrument was a voluntary act and deed.

(NOTARIAL SEAL or STAMP)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**ACKNOWLEDGEMENT OF PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public within and for said county, personally appeared \_\_\_\_\_ to me known to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that this bond was executed on behalf of the partnership for the purposes therein contained

(NOTARIAL SEAL or STAMP)

Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
COUNTY OF DOUGLAS )

On this 4 day of MARCH, 2021, before me, a Notary Public Within and for said county, personally appeared CHAD W. SCOTT, who being first duly sworn, says that he is the \_\_\_\_\_ of Nordic Underwater Services, Inc. DBA Nordic Group, Inc. Principal herein and executed the foregoing instrument for and in its behalf, by authority of its Board of Directors; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and further acknowledged said instrument and the execution thereof to be the voluntary act and deed of said

**MARSHALL A. DOWNS**  
(NOTARIAL SEAL OR STAMP)  
State of Wisconsin

Marshall A. Downs  
Notary Public, DOUGLAS County, WISCONSIN  
My Commission Expires 09.05.2023

**SURETY ACKNOWLEDGMENT**

STATE OF Minnesota )  
COUNTY OF Dakota )

On this 1st day of March, 2021, before me, a Notary Public within and for said county, personally appeared Troy Staples, who being first duly sworn, says that he is, the Attorney-in-Fact of Selective Insurance Company of America Surety herein, a corporation duly organized and existing under laws of the State of New Jersey, and executed the foregoing instrument for and in its behalf, by authority of its Board of Directors; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and further acknowledged said instrument and the execution thereof to be the voluntary act and deed of said corporation.

(NOTARIAL SEAL OR STAMP)

**ANDREA MARIE CONNOLLY DEES**  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan. 31, 2025

Notary Public, Washington County, Minnesota  
My Commission Expires 01-31-25



**RESOLUTION**  
Acceptance of Donations to Duluth Public Schools

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

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

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

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

<b>SCHOOL</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>RESTRICTION</b>	<b>COMMENTS</b>
Denfeld	Kathi M. Snider	\$200.00	Parent Involvement Committee	
Denfeld	Jeffrey Ide	\$250.00	Parent Involvement Committee	
Denfeld	Ralph & Janet Kay Bierbaum	\$250.00	Parent Involvement Committee	
Denfeld	Central Class of 1972	\$1,892.26	Parent Involvement Committee	
Denfeld	Carl R. and Judith K. Meincke	\$100.00	Parent Involvement Committee	
Denfeld	Patti Kusnierek	\$50.00	Parent Involvement Committee	
Denfeld	Donald Podgorsek	\$100.00	Parent Involvement Committee	
Homecroft	The Blackbaud Giving Fund	\$35.00	None	
Lincoln Park	Lake Superior Zoo	In Kind	None	2 children's books about the Lake Superior Zoo
Piedmont	Anonymous	\$20.00	Unpaid lunch debt	Please keep this anonymous donation
Stowe	NAACP	In Kind	Student use	Adult and child face coverings
Stowe	United Protestant Church	In Kind	Student use	Hats and mittens

## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Northland Foundation	Jay Roesler and Jen Jaros, ECFE	Duluth Public Schools	\$35,000	Northeastern Minnesota Community Implementation Hub Collaborative
Minnesota Department of Natural Resources	John Rudolph, Duluth East High School	Duluth East High School	\$500	School Forest Outdoor Learning Grant



**ISD #709**

63

**Duluth Public Schools**

**HOCHS Relocation Project**

Monthly Progress Report  
February 2021

Address: 215 N. 1<sup>st</sup> Avenue East, Duluth, MN 55802

### Recent Progress and Activities:

- The Central on the Hill site is currently in ongoing negotiations and the District has been in discussions with a number of interested parties.
- Project information and monthly update(s) have been posted to the Duluth Public Schools website.
- A public hearing is scheduled for March 2, 2021, to share Duluth Public Schools' plan to sell Historic Old Central High School and strategy for programs/staff currently located in the building. The public hearing will provide interested parties the opportunity to formally comment.
- The project consulting team has been formally engaged by the District, and planning efforts are ongoing.
  - Subgroup meetings are continuing and provide guidance and leadership throughout the planning process. Currently, the team is working on the refinement of space needs within the District Services Center, Transportation Facility, and Facilities Building remodel.
    - Construction of a new District Services Center
    - Renovations of the existing Facilities Building
    - Construction of a new facility for District Transportation
    - Off-site improvements and roadways
  - Existing site survey and soil borings have been completed on the proposed site. Structure locations within the project site have been selected to maximize the plat for both present and future use. District Services Center is to be a 2-story building spaced appropriately away from the Transportation and Facilities buildings. This maximizes the project site logistics and allows for potential future usages.

- The City of Duluth's Deputy Director of Planning & Economic Development is being updated as to design progress.

### **Upcoming Activities and Next Steps:**

- Project consultants will be working with the District administration to comply with all required approvals associated with the special legislation process. Notable aspects of this process include:
  - Holding a Public Hearing on the sale of Historical Old Central High School (HOCHS) and the alternatives for programs and staff located therein – scheduled for 3/2/21
  - Development of required documentation for submission to the Minnesota Department of Education (MDE) for review and comment – tentatively scheduled for Late April 2021
  - With schematic Design nearing completion, the schematic design round of budgeting will be completed during February.
  - Development of a detailed financial analysis of the proposed plan for submission to the MDE

**Expenditure Contracts Signed  
February 2021**

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

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

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

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

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

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Michael Sullivan	\$2,000.00*	American Indian Education (DR)	Ojibwe teachings
Katelyn Rogers	\$2,000.00*	Curriculum (DR)	Coordinate River Quest field experience for 6 <sup>th</sup> graders (5/17/21 – 5/20/21)
Sara VanDerWerf	\$1,200.00*	Curriculum (DR)	Professional development series for secondary math teachers
Sources of Strength	\$9,000.00*	Denfeld & East (DR)	Best practice youth suicide prevention program
Maryls Johnson	\$5,000.00*	Duluth Preschool (DR)	Amendment to December 2020 agreement to change effective dates
Wolf Ridge	\$10,000.00	Homecroft (SAF)	5 <sup>th</sup> grade field trip for FY22
Terch & Associates	\$10,000.00*	Human Resources (DU)	Professional services
Creation Station Child Care	\$1,540.00*	Special Services (DU)	Preschool planning as required by IEP
Residential Services Inc.	\$6,966.00*	Special Services (DR)	Student specific direct support professional services & special education paraprofessional duties
Residential Services Inc.	\$1,763.00*	Special Services (DR)	Student specific direct support professional services & special education paraprofessional duties

Residential Services Inc.	\$1,784.50*	Special Services (DR )	Student specific direct support professional services & special education paraprofessional duties
Residential Services Inc.	\$1,784.50*	Special Services (DR)	Student specific direct support professional services & special education paraprofessional duties
CDW Government LLC	\$16,545.00	Technology (DU)	Nutanix upgrade (cloud computing server technology subscription)
Spirit of the Lake Community School	\$25,000.00	Transportation (DU)	Transportation Reimbursements for FY21

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Sullivan, Sr., an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of February 14th, 2021, and shall remain in effect until June 9th, 2021 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe Speaker to provide traditional Ojibwe teachings through the traditional process of storytelling for the Misaabekong Ojibwe Immersion Program staff, students, and families. The contractor will be available via scheduled GoogleMeets to provide sessions in a safe virtual environment for all participants. It will not be necessary for the Contractor to meet in-person or at the school site.

**3. Background Check.** *N/A*

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00 (Two-thousand dollars) at a rate of \$400.00/session (four-hundred dollars).

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

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

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

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

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

**7. Ownership of Materials.** The District will not reproduce the programming in any fashion, nor appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement. The cultural protocols of the Contractor will be recognized in regards to ownership of materials. Permission to record or reproduce must be granted by the Contractor prior to performance of services.

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

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

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

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

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

Schools, Attn: American Indian Education Office and Office of Education Equity, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Michael Sullivan, Sr.**; 7503 N County Road E Hayward, WI 54843 715-699-4028

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

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

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

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

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

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

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

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

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


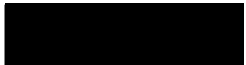



**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

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

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number  Date 2-05-2021  
  
 Program Director  Date 2/5/21  


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

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

**Please check the appropriate line below:**

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

= AIE →  
\*OEE

01	E	005	605	320	305	340
01	E	005	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 2/10/21

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 24th day of January, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Katelyn Rogers, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of February 1, 2021 and shall remain in effect until June 1, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include, but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling and organization of the event to be held May 17-20, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: \_\_Jen Larva\_\_, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

Kate Lynn Rogers [REDACTED] 1/15/2021  
 Contractor Signature SSN/Tax ID Number Date

Jen Larva 2/3/21  
 Jen Larva, Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	610	317	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Cathleen Edson 2-8-21  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3rd day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Sara VanDerWerf, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 3, 2021 and shall remain in effect until June 1, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide professional development services for ISD 709 secondary math teachers (8th grade - HS). This contract will include a total of four hours of Professional Development. This will be two 2-hour sessions that include training the *why* of change needed in secondary mathematics instruction and tools (digital and non-digital) to improve student engagement in the mathematics classroom. Desmos will be the primary technology focus and strategies to engage students in math discourse will be a secondary focus. The first two hour Professional Development meeting will be held virtually on February 10th, 2021. The second two hour meeting TBD.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum and not to exceed \$1200.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Larva , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
1818 Arthur Street, North East #9, Minneapolis, MN 55418.

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

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

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

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

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

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

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

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



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

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

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

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

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 2/4/21  
  
 Jen Larva, Program Director \_\_\_\_\_ Date 2/4/21

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	610	317	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 2-8-21

## CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** dated this 7th day of January, 2021

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Marlys Johnson

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Marlys Johnson (the “Parties”) entered into the contract (the “Contract”) dated November 23, 2020, for the purpose of facilitating reflective practice groups for the Duluth Preschool staff.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

1. The Contract is amended as follows:
  - a. Dates of Services. Original effective dates of the Contract were November 23, 2020 through June 11, 2021. This amendment would change the effective date of the contract to November 4, 2020.

**No Other Change**

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

**Miscellaneous Terms**

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

- Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

<i>Marilyn Johnson</i>	1-25-21
Contractor Signature	Date
<i>Sherry Williams</i>	2-2-21
Program Director	Date

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

**This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

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

04	E	005	579	503	303	151
----	---	-----	-----	-----	-----	-----

Check if the contract will be paid using Student Activity Funds

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

<i>Cathryn Ebooz</i>	2-4-21
CFO/Superintendent of Schools/Board Chair	Date

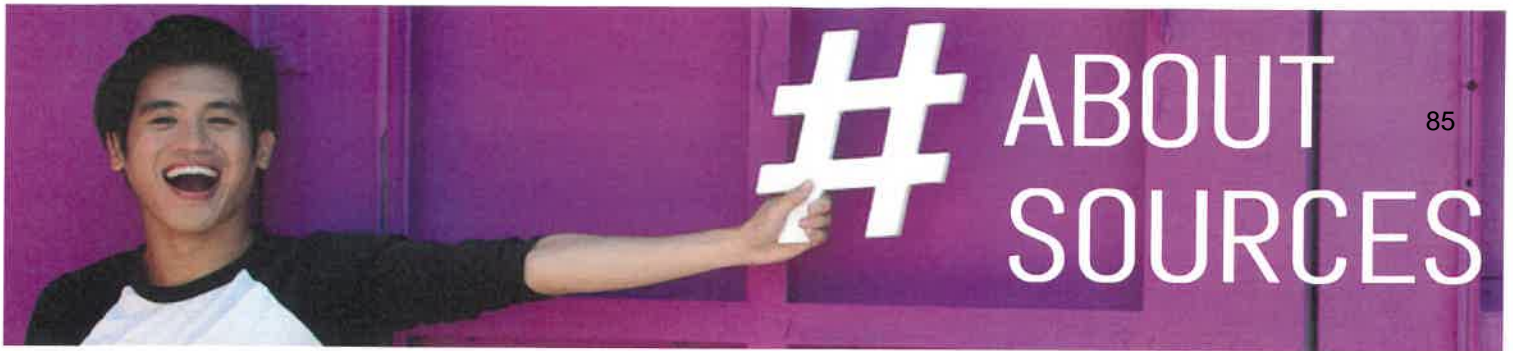
# SOURCES OF STRENGTH

Year Three MOA  
Duluth Public Schools



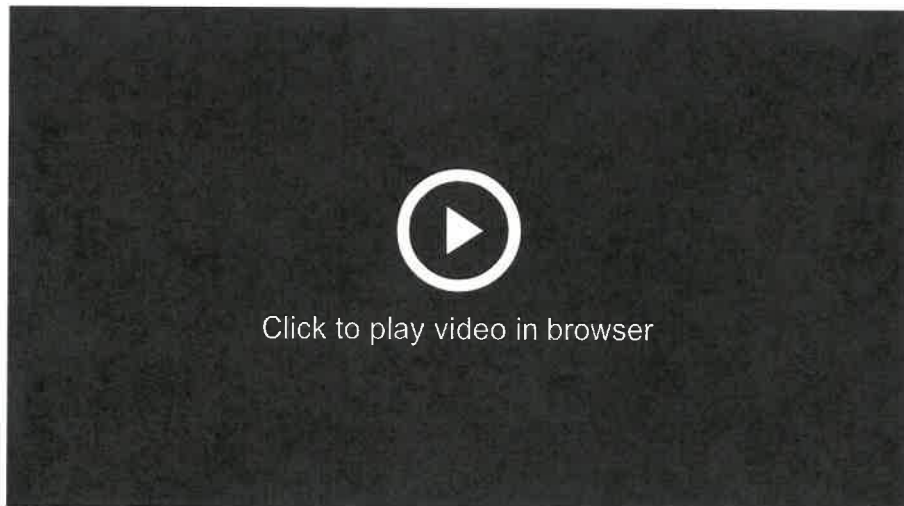
Delivered on **Not yet submitted**

Submitted by **Scott LoMurray**



## What is Sources of Strength?

Sources of Strength is a best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse. The mission of Sources of Strength is to prevent suicide by increasing help seeking behaviors and promoting connections between peers and caring adults. Sources of Strength moves beyond a singular focus on risk factors by utilizing an upstream approach for youth suicide prevention. This upstream model strengthens multiple sources of support (protective factors) around young individuals so that when times get hard they have strengths to rely on.



## An Upstream Approach

Many of the suicide "prevention" efforts occurring globally would be more aptly described as intervention, primarily focused on teaching risk factors and warning signs and equipping gate keepers to make mental health referrals. Sources of Strength incorporates these intervention strategies, and expands on them. Our primary mission is to move **upstream** in the prevention cycle: to build resilience, increase connections, change unhealthy norms around help seeking and codes of secrecy and silence, to teach healthy coping strategies, and to ultimately prevent the very onset of suicidality.

## A Rising Tide Lifts All Boats

By employing this approach we have a more comprehensive and universal model of prevention that can have impact on a wide variety of issues beyond suicide, including substance abuse, bullying, violence, truancy and more. Ultimately, it's not just about keeping people alive, it's about helping people live healthy and full lives.





# EVIDENCE-BASED

With implementations across the United States, Canada, Australia, and many American Indian/Alaska Native and First Nations communities, Sources of Strength is one of the most widely disseminated and rigorously evaluated upstream prevention programs in the world.

## Sources of Strength has participated in research projects with:

- University of Rochester
- Stanford University
- Johns Hopkins University
- University of Manitoba
- Australian National University
- Black Dog Institute
- National Institute of Mental Health
- Centers for Disease Control

**"Sources of Strength is the first suicide prevention program involving peer leaders to enhance protective factors associated with reducing suicide at the school population level."  
- Wyman (2010)**



**Included in SAMHSA's  
National Registry of  
Evidence-based  
Programs and Practices**

## Additional outcomes have shown:

- Increase in connectedness to adults
- Increase in school engagement
- Increase in likelihood to refer a suicidal friend to an adult
- Increase in positive perceptions of adult support
- Increased acceptability of seeking help
- Largest increases amongst students with a history of suicidal ideation

Wyman, P. et al. (2010). An outcome evaluation of the Sources of Strength suicide prevention program delivered by adolescent peer leaders in high schools. *American Journal of Public Health*, Vol. 100:1653-1661.



# PROJECT SUMMARY

This Memorandum of Agreement is to provide Year Three Sources of Strength training at Duluth East High School and Denfeld High School.

## Deliverables

Below is a brief summary of specific deliverables on the part of Sources of Strength and responsibilities on the part of Duluth Public Schools, Duluth East High School, and Denfeld High School. These deliverables and responsibilities will be further outlined in the Project Activities section below.

### SOURCES OF STRENGTH

Specific duties of Sources of Strength include the following:

- Provide a Sources of Strength National Trainer to support schools in implementing an innovative, evidence-based, upstream prevention program.
- Provide virtual trainings for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders.
- Provide ongoing support services and resources for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders as they seek effectiveness, fidelity, scalability, and sustainability in their prevention programming.

### DULUTH PUBLIC SCHOOLS

Specific duties of Duluth Public Schools include the following:

- Assign a leader to work with Sources of Strength, Duluth East High School, and Denfeld High School.
- Assist in recruiting Duluth East High School and Denfeld High School Peer Leaders and Adult Advisors.
- Provide or help in organizing a virtual location for trainings to take place.
- Participate in support framework to ensure fidelity and effectiveness of implementation.

**DULUTH EAST HIGH SCHOOL, DENFELD HIGH SCHOOL, AND ANY PARTNERING AGENCIES**

Specific duties of Duluth East High School and Denfeld High School and any local partners include the following:

- Assist in identifying Adult Advisors to work with Peer Leader teams (1 to 10 ratio).
- Assist in recruiting Peer Leaders (aiming for 10% of school population) and obtaining appropriate parental consent for participation in the project *(forms and templates provided by Sources of Strength)*.
- Provide computer, tablets, ChromeBooks, or other technology for Adult Advisor and Peer Leaders to access the trainings.
- Provide a time and virtual location for Adult Advisor and Peer Leader trainings to take place, following Sources of Strength set-up guidelines.
- Provide a time and setting for Peer Leader teams and Adult Advisors to conduct planning meetings (2x per month).
- Adult Advisors participate in support phone, webinar, or other contacts with the National Team.
- Implement Sources of Strength program with fidelity, following safe messaging guidelines.



# PROJECT ACTIVITIES

## Training Phase

Implementation will begin in the training phase which will include the following areas of focus:

- **Training Adult Advisors/Coordinators** - This is a three to six hour (3.5 hours virtual) training for Adult Advisors who will be supporting and guiding Peer Leader teams. This training is held for the local communities/schools, generally the day before a peer training or the morning of a peer training. It will cover core philosophy of upstream and strength-based prevention, social network theory and safe messaging strategies. This training will provide experiential learning, set expectations and requirements of adult roles during a Peer Leader training, as well as outlining their ongoing role in the program. Adult Advisors/Coordinators will also be given access to the myriad support resources available.
- **Peer Leader Training** - This is a five to six hour training (3 hours virtually) with a group of 15-80 Peer Leaders (depending on school size), along with Adult Advisors. The training is highly interactive and focuses on empowering Peer Leaders to leverage the power of their social influence to become agents of change and connectors to help in their schools and communities. Peer Leader teams are requested to meet back together within ten days of training and complete their first peer-to-peer campaign within the first thirty days following training. Peer Leader teams are advised to have planning meetings twice a month on an ongoing basis, where they will continue to grow in strength based sharing/messaging and plan various hope, help, strength based messages and campaigns.

## Support Phase

Sources of Strength treats every institution we work with as part of our team. Relationships and individual support are very important to us. Our model is flexible, and our implementations are tailored to your specific schools/communities. The team at Sources will help implement and promote the program with you, ensuring the peer teams gain maximum benefit from participating in this innovative prevention program. Through communication and feedback from Duluth East High School, Denfeld High School, local communities, and in partnership with Duluth Public Schools we will offer support to:

- Connect Adult Advisors and Peer Leaders with resources; campaign materials, social media resources, website tools, webinars, videos, etc.
- Implement an automated weekly email/text system for Adult Advisors and Peer Leaders featuring tips and ideas that assist during the first three months of startup. These can include video clips, teaching points, stories, campaign examples from other peer teams, and newly developed resources.
- Develop a support call plan to help guide Adult Advisor and Peer Leader teams through a process of brainstorming campaign ideas and activities, troubleshooting, and problem solving.



Year Three: National Trainer Led Training at Duluth East High School and Denfeld High School

2020-2021 School Year

Year Three Support

2020-2021 School Year



# BUDGET

PROJECTED BUDGET	PRICE
------------------	-------

<b>Year Two Training</b>	<b>\$9,000</b>
--------------------------	----------------

Sources of Strength National Training team will train at Duluth East High School and Denfeld High School to assist in the implementation of the program.

*2 Schools @ \$5,000 - 10% Discount for Combined Virtual Trainings Applied.*

<b>Support Phase</b>	<b>Included in program costs</b>
----------------------	----------------------------------

Ongoing webinar and teleconference support, assisting Duluth East High School and Denfeld High School through automated support systems and consultation around sustainability and fidelity.

<b>Additional Program Licensure</b>	<b>Varies depending on scale</b>
-------------------------------------	----------------------------------

After the initial three year implementation period with National Trainer led Sources of Strength Trainings each school year (\$5,000 per year/per school), teams can either continue to contract with Sources of Strength to offer training (\$5,000 per training/per school) or shift to paying a yearly licensing fee of \$500 per sustaining school and \$750 per new school for ongoing materials and support.

<b>TOTAL</b>	<b>\$9,000</b>
--------------	----------------




**Compensation/Budget:**


Sources of Strength shall receive cost reimbursement from Duluth Public Schools for the deliverable and costs outlined above totaling \$9,000.00.

Sources of Strength will invoice for the full amount of \$9,000.00 upon completion of school trainings or when requested by payee.

**Authorizing signatures**

Duluth Public Schools

 **SIGNATURE**  
\_\_\_\_\_  
Scott LoMurray  
Daniel Adams  
Director of Training  
Sources of Strength


  
\_\_\_\_\_  
Catherine A. Erickson  
CFD  
Duluth Public Schools  
ISD 709

01 E 005 740 221 305 151  
(151)

# CONNECT WITH US

 [sourcesofstrength.org](http://sourcesofstrength.org)

 [contact@sourcesofstrength.org](mailto:contact@sourcesofstrength.org)

 [facebook.com/sourcesofstrength](https://facebook.com/sourcesofstrength)

 [@sourcesstrength](https://twitter.com/sourcesstrength)

 [@sourcesofstrength](https://www.instagram.com/sourcesofstrength)





# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

#### School Groups

<b>Chad Humphreys</b>	chad.humphreys@isd709.org
Homecroft Elementary 4784 Howard Gnesen Rd, Duluth MN 55803	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for March 7, 2022 - March 9, 2022 with 90 participants. To hold your reservation we require a deposit of \$1,350.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i></p>	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b>	<b>Title:</b>	
<b>Signed Name</b>	<b>Date</b>	
<b>Billing Contact:</b> <b>Billing email address:</b>	<b>Billing Address:</b>	
<b>Cardholders Name: [] same as billing contact</b>	<b>Cardholders address: [] same as billing address</b>	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

*Chad Humphreys*  
CHD 2/8/21

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: February 4, 2021**

## Service Agreement


- I. This agreement (“**Agreement**”) is effective upon the later of the signature dates set forth below, and is by and between Terch & Associates LLC, a Minnesota limited liability company, hereinafter referred to as “Consultant” and **ISD 709, Duluth Public Schools**, hereinafter referred to as “Client”.
- II. Consultant agrees to provide, and the Client agrees to accept, investigative services. In particular, the Client retains Consultant to **investigate claims made against staff member(s) of the Client and issue a report with findings of fact (“Services”)**. Any additional services provided by Consultant for Client shall be considered “Services” under this Agreement, and shall be performed in accordance with and subject to the terms and conditions of this Agreement.
- III. The Client understands and agrees that the Consultant shall be an independent investigator and that the Client shall cooperate during the course of the investigation, including, without limitation, providing Consultant with access to Client’s premises, materials, information, and systems to the extent necessary for the performance of the Services. Further, the Client understands and agrees that the investigation’s findings will be made without regard to the Client’s preferences and Client shall not control the manner or means by which Consultant perform the Services.
- IV. Client understands that Consultant does not provide legal or tax advice and they are encouraged to retain professional expertise in those areas as they see appropriate. The Client shall not interpret the Consultant’s communications as constituting legal or tax advice.
- V. The relationship between Client and Consultant shall be that of contract and not employment. Client and Consultant do not have an employment relationship. The Consultant shall maintain adequate general commercial and professional practices liability insurance.
- VI. Consultant agrees to provide the agreed upon Services in a manner consistent with reasonable care and in conformity with the generally accepted industry practices and standards of the field of Human Resources.
- VII. Consultant understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (“**MGDPA**”) (Minnesota Statutes Chapter 13) to the extent required by Minnesota Statutes, section 13.05, subdivision 11.
- VIII. The fact that the Client has reimbursed Consultant for any expense claimed by Consultant shall not preclude Client from questioning the propriety of any such item. Client reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Consultant. This clause shall not be construed to bar any other legal remedies Client may have to recover funds expended by Consultant for disallowed costs. If Client is disallowing any cost or making any offset, it shall provide Consultant with written

notice of the specific reasons for such disallowance or offset within five (5) business days of making such disallowance or offset.

- IX. Subject to the requirement that Consultant comply with the MGDPA pursuant to Section VII, Consultant agrees to keep confidential information that is identified by Client as proprietary or confidential. Unless otherwise agreed, the simple existence of the consulting relationship between Consultant and Client is not considered proprietary or confidential.
- X. Consultant may be engaged or employed in any other business, trade, profession, or other activity which does not place Consultant in a conflict of interest with the Client.
- XI. All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the Client and shall be forwarded to the Client in digital format that is compatible with the Client's computer software programs. However, Consultant's notes and mental impressions prepared in the course of the Services shall not be the property of Client and shall remain the sole property of Consultant.
- XII. Consultant hereby agrees to defend, indemnify and hold the Client harmless from all claims relating to the Services, unless such claim arises out of the negligence, act, or omission of Client or any of Client's officers, employees, agents, or representatives. In the event the Consultant breaches its obligation to defend, indemnify and hold the Client harmless, then in addition to its other damages, the Client shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement. Consultant and Client waive claims against each other for consequential damages arising out of or relating to this Agreement, including, without limitation, any consequential damages due to either party's termination.
- XIII. Client agrees to pay Consultant a fee equal to **\$175.00 per hour billed in one-quarter hour increments** for all time spent working on the Client's behalf plus any expenses associated with the Services not to exceed \$10,000, unless authorized in writing by Client (which includes email authorization). All expenses will be billed at their originally incurred value and all expenses (including billable hours) are payable with thirty (30) days of the Client receiving the invoice. Any expense in excess of \$500, which is not for billable hours, shall be approved in writing by the Client.
  - a. The Client shall provide an initial deposit of \$2,500 upon execution of this Agreement.
  - b. Invoices can be emailed to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org) or mailed to Duluth Public Schools, Attn: Accounts Payable, 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802.
  - c. Investigative questions, and required approvals, for Client can be emailed to [bruce.watson@isd709.org](mailto:bruce.watson@isd709.org) or emailed to Duluth Public Schools, Attn: Bruce Watson, HR, 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802. Communications with Consultant can be emailed to Justin Terch at

[justin@terchandassociates.com](mailto:justin@terchandassociates.com) or mailed to Terch & Associates Consulting LLC, 5 N 3<sup>rd</sup> Ave W, Ste 201, Duluth, MN 55802.

- XIV. This Agreement and its attachments represent the entirety of the agreement between the parties and replaces any and all prior arrangements and agreements. No amendment, changes or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- XV. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- XVI. Consultant shall not in any way assign or transfer any of its rights, interests, or obligations under this Agreement in any way whatsoever without the prior written approval of the Client.
- XVII. If any portion of this Agreement is deemed null or void, all remaining provisions retain their full force and effect.
- XVIII. Either party shall have the right to terminate this Agreement, without cause, upon written notice to the other party as provided for in this Agreement. Consultant shall be paid for Services performed prior to the effective date of termination based upon the payment terms of this Agreement.
- XIX. In the event delay is caused by circumstances beyond either party’s control, including but not limited to the Covid-19 pandemic, fire, strike, war, riots, acts of God, and/or acts of civil or military authority, the Agreement shall be extended to provide for such delay.
- XX. All consultants doing business with the Client agree to follow Policy 307 – Conflicts of Interest and Fiduciary Duty. This policy is located on the Client’s website.
- XXI. This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement. For purposes of this Agreement, a telecopy, electronic, or facsimile Agreement and signature shall be deemed as, and shall serve as, an original Agreement and signature.

  
 \_\_\_\_\_  
 Authorized Representative  
 ISD #709

2-4-21  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Justin L. Terch  
 Terch & Associates LLC

\_\_\_\_\_  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 8, 2021 and shall remain in effect until June 4, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet the needs documented in **Za'Marrion Baker's** Individualized Education Program (IEP)

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming daily (3 days per week) Mondays, Tuesdays, and Fridays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **February 8, 2021** and shall not extend beyond **June 4, 2021**; the contract not to exceed a total of **44 Days** (attending 3 days per week - Mondays, Tuesdays, and Fridays from 8:00 am to 3:00 pm). The District will pay 3 days per week @ \$35.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> of each month for the preceding month.

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$35.00 per day and \$1,540.00 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

---

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

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

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

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

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

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

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

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

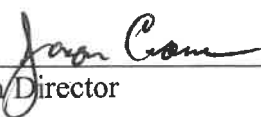
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

Contractor Signature	SSN/Tax ID Number	Date
		2-9-21
Program Director		Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	2-15-21
CFO / Superintendent of Schools / Board Chair	Date

**Contract for Services  
Agreement between Independent School District #709  
and  
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor*; and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

**Site of Service**

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

## Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

**Invoices are required to be sent within 60 days of services.**

## Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

## Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

## Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

## Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

## Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

## Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

### 1. Workers Compensation

#### A. Statutory State Coverage

#### B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

### 2. General Liability Insurance

#### A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

#### B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

### 3. Automobile Liability Insurance including hired/ non-owned Auto.

### 4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

*The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the*

*Contractor's liability to the District under this contract.*

## Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

#### **Modification or Amendment**

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

#### **Governing Laws**

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

**Residential Services Inc.**

Signed: *[Signature]*

Title: Executive Director

Date: 2/12/21

**Duluth Public Schools**

Signed: *[Signature]* Signed: *[Signature]*

Title: Special Services Director Title: CFO

Date: 2/4/21 Date: 2/16/21

**Budget Code**

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services, Inc.**

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

**Services**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

**Fees**

The date of service will begin *February 3, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *81 days* and *20 hours per week*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$6,966.00* for the time worked with [REDACTED] while participating in school activities.

**Contract for Services  
Agreement between Independent School District #709  
and  
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor*, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

**Site of Service**

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

**Payment**

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

**Invoices are required to be sent within 60 days of services.**

**Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

**Cancellation Clause**

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

**Independent Contractor**

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

**Hold Harmless**

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may

sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

### **Privacy of Pupil Records**

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

### **Insurance**

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
  - A. Statutory State Coverage
  - B. Employee Liability Coverage with the following limits:
    - Bodily Injury by Accident 100,000 Each Accident
    - Bodily Injury by Disease 100,000 Each Employee
    - Bodily Injury by Disease 500,000 Each Policy Limit
  
2. General Liability Insurance
  - A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
    - Combined Single Limit: \$1,500,000
    - Personal Injury Liability \$1,500,000
    - Products Completed Operations \$1,500,000
    - General Aggregate \$1,500,000
  - B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.
  
3. Automobile Liability Insurance including hired/ non-owned Auto.
  
4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

*The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the*

*Contractor's liability to the District under this contract.*

### **Compliance**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

### **Modification or Amendment**

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

**Governing Laws**

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

**Residential Services Inc.**

Signed: Jim Nelson

Title: Executive Director

Date: 2/3/21

**Duluth Public Schools**

Signed: Justie Anderson Signed: Connie Edger

Title: Asst. Director of Spec Title: CFO

Date: February 1, 2021 Date: 02/04/21

**Budget Code**

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services, Inc.**

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

**Services**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin *February 2, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *82 days*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,763.00* for the time worked with [REDACTED] while participating in school activities.

**Contract for Services**  
**Agreement between Independent School District #709**  
**and**  
**Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor*, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

**Site of Service**

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

**Payment**

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

**Invoices are required to be sent within 60 days of services.**

**Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

**Cancellation Clause**

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

**Independent Contractor**

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

**Hold Harmless**

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may

sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

### **Privacy of Pupil Records**

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

### **Insurance**

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
  - A. Statutory State Coverage
  - B. Employee Liability Coverage with the following limits:
    - Bodily Injury by Accident 100,000 Each Accident
    - Bodily Injury by Disease 100,000 Each Employee
    - Bodily Injury by Disease 500,000 Each Policy Limit
  
2. General Liability Insurance
  - A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
    - Combined Single Limit: \$1,500,000
    - Personal Injury Liability \$1,500,000
    - Products Completed Operations \$1,500,000
    - General Aggregate \$1,500,000
  - B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.
  
3. Automobile Liability Insurance including hired/ non-owned Auto.
  
4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

*The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the*

*Contractor's liability to the District under this contract.*

### **Compliance**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

### **Modification or Amendment**

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

**Governing Laws**

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

**Residential Services Inc.**

Signed: Jan Nelson

Title: Executive Director

Date: 1/29/21

**Duluth Public Schools**

Signed: Jacqui Leonard Signed: Cathie Deo

Title: Asst. Director Sped Title: CFD

Date: 1/27/2021 Date: 02/04/21

**Budget Code**

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services, Inc.**

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

**Services**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.



**Fees**

The date of service will begin *February 1, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *83 days*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,784.50* for the time worked with [REDACTED] while participating in school activities.

**Contract for Services  
Agreement between Independent School District #709  
and  
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor*, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. (*See Paragraph 3 under Compliance*)

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

**Site of Service**

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

## **Payment**

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

**Invoices are required to be sent within 60 days of services.**

## **Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

## **Cancellation Clause**

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

## **Independent Contractor**

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

## **Hold Harmless**

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may

sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

### **Privacy of Pupil Records**

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

### **Insurance**

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days` notice of cancellation, non-renewal or material change in the coverage.

*The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the*

*Contractor's liability to the District under this contract.*

### **Compliance**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

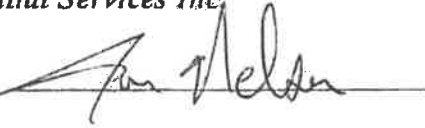
### **Modification or Amendment**

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

**Governing Laws**

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

**Residential Services Inc.**

Signed: 

Title: Executive Director

Date: 1/28/21

**Duluth Public Schools**

Signed:  Signed: 

Title: Asst. Director Spec Title: CFO

Date: 1/27/2021 Date: 02/04/21

**Budget Code**

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services, Inc.**

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

**Services**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

**Fees**

The date of service will begin *February 1, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *83 days*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,784.50* for the time worked with [REDACTED] while participating in school activities.



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.02-Nutanix Upgrade	<b>Seller Representative:</b>
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	Dave Donarski
<b>CDW Affiliate:</b>	CDW Government LLC	(847) 465-6000
<b>Date:</b>	February 12, 2021	davedon@cdwg.com
<b>Drafted by:</b>	Connor Grimsley	<b>Solution Architect:</b>
		Craig Berg
		Kate Moore

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Duluth Independent School District No. 709 (MN) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

This scope of engagement, together with the Agreement between the CDW entity selling the Services described herein (“**Seller**” or “**Provider**”), and the Customer ordering such Services (“**Customer**”), shall be deemed to be a contract upon Seller’s acceptance of Customer’s Purchase Order (“**PO**”).

### SERVICES SUMMARY

Seller will perform the following:

- Remotely Install and configure a Nutanix cluster consisting of up to four (4) nodes utilizing AHV as the hypervisor.

### NUTANIX CLUSTER DEPLOYMENT SERVICES - AHV

Services will consist of the items listed below (“**Services**”):

- Pre-Engagement Call (Customer Kick-off Meeting)
  - Review scope and expectations
  - Identify stakeholders and key contacts
  - Identify project constraints and limitations
- Cluster Design and Planning Session
  - Remote session with Customer and Seller to discuss design and planning variables
  - Perform verification of site readiness for service delivery
  - Work with Customer to design the layout and configuration of the Nutanix cluster
    - Discussions around layer 2 data and management networking, cluster layout, design variables, etc.
  - Complete discovery, configuration, and Nutanix cluster pre-installation checklist and review with Customer
  - Complete solution summary documentation and applicable Visio drawings
- Nutanix Cluster Deployment and Configuration
  - Remotely Performs the pre-site installation checklist with Customer team
    - Confirms network and connected switch settings
    - Conducts a site readiness assessment for project

- Completes the Nutanix pre-installation site checklist
  - Remote power testing of Nutanix cluster
    - If using 3<sup>rd</sup> party hardware, the appropriate prep SoW module must be added to the scope to account for connectivity and firmware efforts
    - If the project will be completed remotely, Seller will assist Customer in racking and cabling verification to ensure proper physical installation and connectivity
  - Initial Imaging and OS installation for all nodes in cluster via Nutanix Foundation
    - Validation of
      - IP, DNS, NTP, data network settings
      - Node/cluster intercommunication
      - Controller Virtual Machine (CVM) Validation
    - If the project will be completed remotely, Seller will assist Customer with installing and configuring a local Nutanix Foundation appliance for purposes of imaging.
  - Configuration of AHV Cluster
    - Cluster Administration Settings (Users, NTP, SMTP, SNMP)
    - Storage Pool/Storage Container creation and configuration
    - Virtual Network configuration for VM traffic
- Prism Central Deployment and Configuration
  - Deployment of Prism Central VM
  - Configuration and integration of Prism Central to new/existing clusters
  - If PrismPro license was purchased, install license to unlock PrismPro features
- Nutanix Asynchronous DR – Manual Data Protection Configuration
  - If multiple Nutanix clusters are in use, configure if Customer desires:
    - Async Protection Domains (up to 3)
    - Protected VMs (up to 5)
    - Replication Schedules
    - Discussion around manual VM failover and recovery concepts
  - Check data replication operations for successful transmission to remote cluster (VM recovery and operability testing and runbook documentation is out of scope for this service)
- Functional Demonstration and Knowledge Transfer around Nutanix AHV cluster
  - Prism Dashboard Overview and Administration
  - Functional Demonstration of Nutanix administration
    - AHV Upgrades via Prism
    - Addition of nodes to AHV cluster
    - NCC Health Check
    - If PrismPro license was purchased and installed, overview of PrismPro additional features
  - Workload Migration
    - Migration or creation of up to five (5) non-production VMs to AHV cluster, using available tools

## NUTANIX FILES CONFIGURATION

Services will consist of the items listed below (“Services”):

- Design discussions around AFS deployment considerations and network configuration variables (data IPs, Active Directory, DNS, etc.)
- Configure File Server services:
  - Cluster Data Services IP
  - AFS setup variables
  - Client and Storage Network
  - Active Directory Integration
  - Configure Protection Domain and replication if applicable
  - Windows Previous Versions if applicable
- Creation of up to 2 shares and test client connectivity

## DATA MIGRATION

Customer is requesting assistance to migrate approximately 5 TB of Data from an existing Nutanix storage solution (“Source”) to a new Nutanix storage solution (“Target”). Seller will work with Customer to Plan, Design and Migrate Data on specific hosts from started sources(s) to specific target(s) according to the scope boundaries set forth below: including Data Gathering, Assessment, Planning, Design, Implementation and Migration data validation. Seller will use specific Storage Solution Native Windows tools as its primary tool(s) for migration of data during this project and may elect, at Seller’s discretion, to employ the use of other appropriate methods as needed to complete the migration of data as defined in this SOW. This process will be based upon mutually agreed upon downtime requirements, planned in advance by both the Seller and Customer.

## SOURCE ENVIRONMENT

- Qty. (1) Nutanix
  - Approx. 70 VMs,

## TARGET ENVIRONMENT

- Qty. (1) nutanix
  - Approx. 70 VMs,

## DATA MIGRATION

Seller’s approach to this Data Migration project is addressed in the following phases:

- Discovery & Assessment
- Planning & Design
- Preparation
- Pilot
- Data Migration
- Validation

### DISCOVERY AND ASSESSMENT PHASE

- Seller will perform a physical and logical inventory of the Customer storage environment and supporting network hardware, and will gather information regarding the data type, size, and environment.
- Customer will complete a data assessment questionnaire provided by the Seller.
- Seller will review the questionnaire and communicate with the Customer as needed for additional or follow up information.
- Seller will run a data gathering and validation tool on Customer network (remote) in order to collect, analyze and validate Customer data in line with project information.
- Seller will work with the Customer if any needed outages are identified to ensure minimal impact to the Customer business operations as well as to ensure correct collection of data.
- Seller will complete the analysis of existing host data collected and document any required changes to hardware/software/firmware and provide the list to the Customer.

### PLANNING AND DESIGN PHASE

- Upon completion of the discovery and assessment phase, Seller will create a data migration strategy based on Customer specific needs. The Seller and Customer will review the findings and recommendations.
- A migration plan will be submitted to Customer for approval before proceeding.
- Once the migration plan has been accepted then the Seller will create a pilot and validation plan. The purpose of this plan is to test in a controlled pilot group the migration strategy.
- Validate the migration environment to ensure the appropriate assets will be migrated and meet Seller’s interoperability requirements.
- Correlate storage environment information and plan for the migration solution.
- Create documentation of the proposed architecture in the Configuration Guide.
- Work with Customer to develop post migration cutover plan.

- Determine the engagement process and schedule.
- Determine Downtime windows.
- Determine Customer Change Control.

### PREPARATION PHASE

- Validate that the relevant equipment is on-site at the appropriate location with power and cable requirements met
- Confirm with the Customer the installation, cabling, and connectivity to system cabinets are in accordance with the solution design
- Verification of the network, server, or storage configuration changes
- Installation and setup of the migration tool(s)
- Confirm Customer has completed a full backup of all data from source systems

### PILOT PHASE

- Development of the Data Migration Validation Plan with the Customer
- Perform a test migration with data subset
- Review Pilot results upon successfully completion
- Modify migration plan and conduct second pilot if required

### DATA MIGRATION PHASE

- Migration of the data in scope of this SOW
- Upon determination of migration plan and technique, specific implementation plans will be generated and executed.

### VALIDATION PHASE

- Review Data Validation plan with Customer
- Validate migrated data attributes
- Validate target system configuration
- Verify I/O is suspended and confirm with Customer that data removal from system is complete
- Perform post-migration clean up, including removal of any zoning, device mappings, port connections, and migration software or storage configuration settings that are no longer required in the environment
- Remove migration appliances as needed
- Provide appropriate Knowledge Transfer and target system Overview as applicable

## **ENGAGEMENT PLANNING & MANAGEMENT**

These tasks will ensure that project completion meets all requirements outlined in the scope of services. It includes the following activities:

- Internal Project Technical Planning
  - Solution and Technical Architecture Review and planning
  - Clearly define project scope, objectives, risks and approach
  - Develop a Work Breakdown Structure and Develop a Project Plan
  - Develop Communication and Escalation Plan
  - Identify project resources, roles, and responsibilities
  - Confirm site readiness and documentation
- External Project Meeting
  - Introduce key participants, stakeholders and project teams
  - Verify hardware delivery and specifications
  - Solution, requirements and logistics Review
  - Review and approve project plan
- Project Management
  - Task and resource scheduling and assignment
  - Administration, Financial and Team management
  - Escalation and communication management
  - Change control and management

- Status meetings and reporting
- Project Closeout

## CUSTOMER RESPONSIBILITIES

- If using 3<sup>rd</sup> party hardware for Nutanix solution, Customer must ensure hardware meets Nutanix interoperability and compatibility requirements for use and that firmware is installed and updated as per Nutanix recommended versions.
- Customer needs to have a 10GbE Top-of-Rack (TOR) switch to use with the Nutanix cluster and it must have the appropriate number of 10GbE open ports available/licenses to use those ports. Otherwise Customer will need to purchase a TOR switch and/or additional licenses to open those ports.
- Customer needs to have a 1Gb management switch to use with the Nutanix cluster and it must have the appropriate number of open ports available/licenses to use those ports. Although not recommended, the same switch for ToR connectivity can be used for management if the applicable ports are available.
- Configuration of network switches for data and management will be completed by the Customer unless explicitly stated otherwise in the “Services Summary” section above.
- For remote-based deployments, Customer will need to ensure that they have the infrastructure to install and configure a Nutanix Foundation VM appliance for temporary use in Nutanix cluster imaging. This can be on an existing virtual infrastructure or built as a VM on a workstation. Connecting the nodes to a temporary 1Gb management switch is recommended to ensure traffic does not affect production network load. Additionally, node IPMI's will be assigned static IP addresses to help with imaging process.
- Assist Seller with project planning and design variable gathering.
- Customer is responsible for creating a backup of the VMs to be test migrated
- Customer shall provide Provider with detailed and accurate information regarding its current network environment, including information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
- Customer shall perform a full working backup of its network prior to commencement of the Services. Seller is not responsible for lost data.
- Provide qualified personnel who will perform Customer's obligations under this SOE, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
- Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services
- Limiting access to Customer's network and/or facilities only as needed to perform the Services
- Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOE
- Site Preparation:
  - All hardware will be received and inventoried prior to scheduling Seller to arrive onsite. All hardware/software/firmware are compatible in accordance with manufactures support matrix(s)
  - Complete all change control task(s) and schedule all required maintenance windows.
  - Customer shall assume all responsibility for site preparation, including space, cabling, HVAC and electrical requirements that have already been provided.
  - Customer is responsible for providing customer-owned or licensed copies of any customer or third-party software that Seller is required to install on the Customer's behalf.

## ASSUMPTIONS AND ACKNOWLEDGEMENTS

- Services will be delivered onsite or remotely, based on Customer needs and project intent.
- Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input
- The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule

- Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws (“**Personal Data**”) within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services

## OUT OF SCOPE

- Firmware upgrades for non-Nutanix hardware (3<sup>rd</sup> party hardware platforms) unless otherwise stated with the appropriate services module.
- Creation and configuration of new vCenter appliances, unless otherwise stated with the appropriate services module.
- Nutanix Metro Availability
- Configuration of LAN/SAN switches
- Remediation of any issues or problems is out of scope for this engagement
- Seller will not perform Services for Customer’s foreign affiliates if any
- Any other Services not specified herein
- Replacement of any security certificates.
- Any P2V conversions
- Network configuration of switches/non-Nutanix devices to support DR configuration
- Recovery or operability testing on production VMs
- Tasks not defined within this SoW

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Nutanix Planning and Design Documentation	Pre-installation Checklist	Various
Nutanix Cluster As-Built	Design variable Doc	PDF
Nutanix Administration Documentation	Vendor Procedural docs	PDF
Data Migration Workbook	Data Migration planning docs	pdf

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

**Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

**Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

**Status Meetings and Reports.** Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

**Change Management.** When a change to a project occurs, the Seller's project change control process will be utilized.

**Project Closure.** Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

### Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- • Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
  - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
  - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
  - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$16,545.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 80 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s).

When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

<b>Unit Type</b>	<b>Unit Rate</b>	<b>Billable Units</b>	<b>Subtotal</b>
Senior Engineer – Per Hour	\$225.00	24	\$5,400.00
Engineer Data Migration – Per Hour	\$195.00	41	\$7,995.00
Project Manager – Per Hour	\$210.00	15	\$3,150.00
<b>Estimated Totals</b>		<b>80</b>	<b>\$16,545.00</b>

**EXPENSES**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

**TRAVEL NOTICE**

The parties agree that there will be no travel required for this project.

**CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Duluth Independent School District No. 709 (MN)**

By: *Susan Lusk*  
Susan Lusk (Feb 17, 2021 14:52 CST)

By: *Catherine A Erickson*  
Catherine A. Erickson (Feb 17, 2021 14:47 CST)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Feb 17, 2021

Date: Feb 17, 2021

Mailing Address:  
200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

Mailing Address:  
215 N 1ST AVE E, ACCTS PAYABLE  
DULUTH, MN 55802-2058

01-E-012-108-000-350-000

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

<b>Location(s)</b>	<b>Address</b>
District Office	215 N First Ave E, Duluth, MN 55802

**SPIRIT OF THE LAKE COMMUNITY SCHOOL**  
**Guidelines for**  
**TRANSPORTATION REIMBURSEMENT**  
**2020-2021**

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
  - A. The invoice must be signed.
  - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
  - C. Under "description" list transportation of students to Spirit of the Lake Community School.

\_\_\_\_\_ days X \_\_\_\_\_ miles X 32 Cents per mile = reimbursement.  
 (Round trip from home to school)

3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Carpool mileage should not be submitted. For the ~~2019-2020~~ <sup>20 21</sup> school year one family reimbursement is maximum of \$312.00. *cal*
5. All reimbursement claims must be received at ISD 709 by June 11, 2021.

**SPIRIT OF THE LAKE COMMUNITY SCHOOL**

BY   
 Spirit of the Lake Community School Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY   
 Director of Business Services





## MEMORANDUM OF UNDERSTANDING

WHEREAS, SOAR Career Solutions (SOAR), Adult Basic Education (ABE) and Lake Superior College (LSC) have come together to implement the Computer Support Specialist Job Training which is funded by the CARES ACT – St. Louis County.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

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

### I) Description of Partner Agencies

**SOAR Career Solutions (SOAR)** is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

**Duluth Adult Basic Education (ABE)** – offers educational opportunities for adults to prepare for GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

**Lake Superior College (LSC)** is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

### II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with Adult Basic Education and Lake Superior College to train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Computer Support Specialists.

#### Success Measures:

Recruit, intake and assess 30 low-to-moderate income Duluth residents.

Enroll 20 participants/cohort into Computer Support Specialist training.

16 (80%) graduate training and obtain certificate of completion (certificate obtained)

12 (60%) will obtain and retain employment as a help desk technician, IT generalist or IT support specialist positions. (Paystub as proof of employment)

Successful participants will obtain a certificate of completion and will be qualified to gain employment as a Help Desk Technician, IT Generalist, or IT Support Specialist with a median wage of \$17.99/hour.



Participants can advance in the IT field by obtaining additional certifications to work as PC Support Tech, Network Admin and Security, or Cyber Security. With a 2-year degree, participants can work in Network Admin, Cyber Security or Computer Technology, and/or continue onto a 4-year degree in the IT field.

### **III) Roles and Responsibilities**

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

#### **SOAR will:**

- Serve as the fiscal host and grant administrator;
- Coordinate partner meetings.
- Coordinate with AEOA's PC's for People and Community Action Duluth's Community Computer Program (Tech Up) to provide refurbished PC's and internet access for participants in need.
- Recruit participants and implement intake, and skills/interest assessments, and provide individualized employment/education services based on participants individualized needs (i.e. transportation assistance, obtainment of ID cards, childcare, rent assistance, etc.), work readiness training, build soft skills & job search skills, develop resumes/applications and provide job retention support.

#### **Duluth Adult Learning Center - Adult Basic Education (ABE) will:**

- Participate in partner meetings.
- Refer participants.
- Assess participants' reading and math skill level to identify the level of educational support needed for each participant.
- Assess participants' technology skill level to identify level of support needed.
- Develop customized curriculum and instruct participants to prepare participants for college level coursework.
- Provide 32 hours of bridge instruction/cohort - designed to build the foundational skills of individuals whose academic skills do not meet the minimum requirements of the certificate program.
- Provide 18 hours/cohort of integrated instruction support during Computer Support Specialist training.

#### **Lake Superior College (LSC) will:**

- Participate in partner meetings.
- Develop customized curriculum for Computer Support Services.
- Provide 80 hours/cohort of job training instruction focused on informational resources and technical tools needed to function effectively in a support position. Learn to handle troubleshooting and problem solving, successfully communicate with clients, determine client's specific need, and train end-user and other management priorities. Prepare to work with the latest developments in web and email based support for Windows and cloud computing.

#### **Financial involvement/commitment:**



Payment to partner agencies is contingent upon receipt of \$25,000 of COVID19 Special HUD Allocation from St. Louis County. Payments will be made on a quarterly basis with proper documentation as outlined by the St. Louis County and the CARES ACT - St. Louis County COVID Special Allocation.

Payment requests and proper documentation must be submitted to SOAR no later than 10 days after the end of the quarter to ensure payment. Payment will not be made without proper documentation.

Due dates are as follows:

- October 7, 2020
- January 7, 2021
- April 7, 2021
- July 7, 2021

Maximum payment made to each agency:

- Adult Basic Education: \$7,050
- Lake Superior College: ~~\$10,870~~ \$15,450

**IV) Timeline**

Responsibilities under this Memorandum of Understanding will coincide with the CARES ACT - St. Louis County Allocation grant period of March 27, 2020 – ~~April 30, 2021~~ June 30, 2021.


**V) Signatures**

SOAR, ABE, and LSC agree to collaborate and provide services as detailed above in Section III to participants of the Computer Support Specialist Job Training project pursuant to the program narrative of the grant application (*Attachment A*) and budget narrative (*Attachment B*).

BY:  DATE: 2.8.21  
Emily Edison, Executive Director, SOAR Career Solutions

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Patty Fleege, Adult Education Manager, Duluth Adult Basic Education

BY:  DATE: Feb 8, 2021  
Daniel Fanning, Vice President of Institutional Advancement and External Relations,  
Lake Superior College

 \_\_\_\_\_ DATE: 2-23-21  
Cathenne A. Erickson, CFO  
Duluth Public Schools  
Date

**BUDGET NARRATIVE – COVID SLC FY20**

**9 months**

**DIRECT SERVICES –\$11,981**

**.05 Program Director = \$1,262**

Develop and implement program evaluation, supervise the Career Specialists, Assistant Program Director and the outreach campaign created by the Communications and Development Manager.

**.10 Assistant Program Director = \$1,947**

Serve as project lead and navigator, supporting the coordination of participant services and connection to community resources. Coordinates project logistics and creates streamlined communication among project partners.

**.15 Career Specialist1 = \$2,603**

**.15 Career Specialist2 = \$2,603**

**.15 Career Specialist3 = \$2,603**

The Career Specialists will be responsible for implementation of participant demographic and outcomes data collection and input, intake and assessments, provide 1:1 case management services to develop individual employment/education plans, address barriers, provide job search and retention services, and facilitate work readiness (Career Quest) and cognitive behavior change (Mind Over Matters) workshops.

**.05 Communications & Development Manager = \$963**

The Communications & Development Manager (CDM) will create and implement social media campaign, design and disseminate informational flyers.

**DIRECT CUSTOMER TRAINING: \$8,433**

Mind Over Matters: 111 hours x \$31.00 = \$3,441.

Career Quest: 132 hours x \$31.00 = \$4,092.

Curriculum/materials: Career Quest: \$20 x 30 clients enrolled = \$600.

Mind Over Matters: \$10 x 30 clients = \$300.

**SUPPORT SERVICES: ~~\$7,700~~ \$4,580 (\$3,120 matching grant)**

Transportation and general needs support - Average of \$250/client x 30 training participants = \$7,500

For participants far from Duluth where free PCs are offered, they can be purchased through AEOA in Virginia for \$50 each. 4 x \$50 = \$200

**PARTNERS: ~~\$17,920~~ \$22,500**

Lake Superior College = ~~\$10,870~~ \$15,450

Adult Basic Education = \$7,050

**TOTAL PROGRAM EXPENSES = \$50,614 (\$47,494)**

**ADMINISTRATIVE EXPENSES: ~~\$2,811~~ \$2,500**

Administrative expenses (10%): Includes Executive Director and Finance Director.

**TOTAL EXPENSES = ~~\$48,534~~ \$49,994**

**TOTAL BUDGET = \$25,000**

**MATCHING FUNDS = ~~\$23,534~~ \$24,994**



## MEMORANDUM OF UNDERSTANDING

**WHEREAS, SOAR Career Solutions (SOAR), Adult Basic Education (ABE), Lake Superior College (LSC) and Duluth Workforce Development - CareerForce (DWD) have come together to implement the Computer Support Specialist Job Training which is funded by the COVID19 Special HUD Allocation – City of Duluth.**

**WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and**

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

### **I) Description of Partner Agencies**

**SOAR Career Solutions (SOAR)** is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

**Duluth Adult Basic Education (ABE)** – offers educational opportunities for adults to prepare for GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

**Duluth Workforce Development – CareerForce** – has over 50 years of experience serving the Duluth community with quality employment and training services. CareerForce is a key part of Minnesota’s career development and talent matching resource offering a variety of programs and services to career seekers and employers.

**Lake Superior College (LSC)** is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

### **II) Purpose and Scope:**

Utilizing MN DEED’s Pathways to Prosperity training model, SOAR will partner with Adult Basic Education, Lake Superior College and Duluth CareerForce to train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Computer Support Specialists.



**Success Measures:**

Recruit, intake and assess 30 low-to-moderate income Duluth residents.

Enroll 20 participants/cohort into Computer Support Specialist training.

16 (80%) graduate training and obtain certificate of completion (certificate obtained)

12 (60%) will obtain and retain employment as a help desk technician, IT generalist or IT support specialist positions. (Paystub as proof of employment)

Successful participants will obtain a certificate of completion and will be qualified to gain employment as a Help Desk Technician, IT Generalist, or IT Support Specialist with a median wage of \$17.99/hour.

Participants can advance in the IT field by obtaining additional certifications to work as PC Support Tech, Network Admin and Security, or Cyber Security. With a 2-year degree, participants can work in Network Admin, Cyber Security or Computer Technology, and/or continue onto a 4-year degree in the IT field.

**III) Roles and Responsibilities**

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

**SOAR will:**

- Serve as the fiscal host and grant administrator;
- Coordinate partner meetings.
- Coordinate with Community Action Duluth's Community Computer Program to provide refurbished PC's and internet access for participants in need.
- Recruit participants and implement intake, and skills/interest assessments, and provide individualized employment/education services based on participants individualized needs (i.e. transportation assistance, obtainment of ID cards, childcare, rent assistance, etc.), work readiness training, build soft skills & job search skills, develop resumes/applications and provide job retention support.

**Duluth Adult Learning Center - Adult Basic Education (ABE) will:**

- Participate in partner meetings.
- Refer participants.
- Assess participants' reading and math skill level to identify the level of educational support needed for each participant.
- Assess participants' technology skill level to identify level of support needed.
- Develop customized curriculum and instruct participants to prepare participants for college level coursework.



- Provide 32 hours/cohort of bridge instruction - designed to build the foundational skills of individuals whose academic skills do not meet the minimum requirements of the certificate program.
- Provide 18 hours/cohort of integrated instruction support during Computer Support Specialist training.

**Duluth Workforce Development – Duluth CareerForce will:**

- Participate in partner meetings.
- Identify technology-focused career pathway and engage employers.
- Refer participants.
- Coordinate creation of paid work experience opportunities for graduates.
- Develop connections with employers to match workforce talent with job openings.

**Lake Superior College (LSC) will:**

- Participate in partner meetings.
- Develop customized curriculum for Computer Support Services.
- Provide 80 hours/cohort of job training instruction focused on informational resources and technical tools needed to function effectively in a support position. Learn to handle troubleshooting and problem solving, successfully communicate with clients, determine client's specific need, and train end-user and other management priorities. Prepare to work with the latest developments in web and email based support for Windows and cloud computing.

**Financial involvement/commitment:**

Payment to partner agencies is contingent upon receipt of \$96,377 of COVID19 Special HUD Allocation from the City of Duluth. Payments will be made on a quarterly basis with proper documentation as outlined by the City of Duluth and the Community Development Block Grant requirements.

Payment requests and proper documentation must be submitted to SOAR no later than 10 days after the end of the quarter to ensure payment. Payment will not be made without proper documentation.

**Due dates are as follows:**

October 7, 2020

January 7, 2021

April 7, 2021

July 7, 2021

**Maximum payment made to each agency:**

Adult Basic Education: ~~\$7,800~~ \$14,850



Duluth Career Force: \$0  
Lake Superior College: \$10,870- \$17,160

**IV) Timeline**

Responsibilities under this Memorandum of Understanding will coincide with the COVID19 Special HUD Allocation grant period of June 16, 2020 – ~~March 31, 2021~~ June 30, 2021.

**V) Signatures**


SOAR, ABE, Duluth Workforce Development and LSC agree to collaborate and provide services as detailed above in Section III to participants of the Computer Support Specialist Job Training project pursuant to the program narrative of the grant application (**Attachment A**) and budget narrative (**Attachment B**).

BY:  DATE: 2.8.2021  
Emily Edison, Executive Director, SOAR Career Solutions

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Patty Fleege, Adult Education Manager, Duluth Adult Basic Education

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Elena Foshay, Director, Duluth Workforce Development

BY:  DATE: 4 Feb 21  
Daniel Fanning, Vice President of Institutional Advancement and External Relations,  
Lake Superior College

 2-23-21  
Catherine A. Erickson, CFO  
Duluth Public Schools  
Date

**BUDGET NARRATIVE – COVID City of Duluth FY20**

**9 months-12 months**

**DIRECT SERVICES –\$40,900**

**.10 Program Director = \$6,500**

Develop and implement program evaluation, supervise the Career Specialists, Assistant Program Director and the outreach campaign created by the Communications & Development Manager.

**.10 Assistant Program Director = \$4,900**

Serve as project lead and navigator, supporting the coordination of participant services and connection to community resources. Coordinates project logistics and creates streamlined communication among project partners.

**.20 Career Specialist x 3 = \$25,000**

The Career Specialists will be responsible for implementation of participant demographic and outcomes data collection and input, intake and assessments, provide 1:1 case management services to develop individual employment/education plans, address barriers, provide job search and retention services, and facilitate work readiness (Career Quest) and cognitive behavior change (Mind Over Matters) workshops.

**.10 Communications & Development Manager = \$4,500**

The Communications & Development Manager will create and implement social media campaign, design and disseminate informational flyers.

**DIRECT CUSTOMER TRAINING: \$8,433**

Mind Over Matters: 111 hours x \$31.00 = \$3,441

Career Quest: 132 hours x \$31.00 = \$4,092

Curriculum/materials: Career Quest: \$20 x 30 clients enrolled = \$600

Mind Over Matters Curriculum: \$10 x 30 clients = \$300

**EQUIPMENT PURCHASES for expanded computer lab: \$7,810**

4 desktop workstations (\$5,060) & cabling for area (\$600) = \$5,660

8 webcams for workstations = \$400

4 desks (\$1,400) and 4 chairs (\$350) for workstations = \$1,750

**SUPPORT SERVICES: ~~\$13,500~~ \$1,372 (\$12,128 match grant)**

Transportation, childcare, ID cards, rent and other general needs support - Average of \$450/client x 30 training participants = \$13,500

**PARTNERS: ~~\$43,670~~ \$32,010**

Lake Superior College: 80 hours/cohort Computer Tech Course for up to 20 participants/cohort = ~~\$10,870~~  
\$17,160

Adult Basic Education: 32 hours/cohort Bridge instruction, 18 hours/cohort for integrated instruction = ~~\$7,800~~  
\$14,850

Duluth CareerForce: Work Experience coordination (.10 FTE) = \$10,000; Employer outreach and engagement (.15 FTE) = \$15,000; Total = \$25,000

**OTHER FUNDING: \$43,200**

Private funding being sought for paid work experience wages (240 hrs x \$15/hr x 12 graduates = \$43,200)

**TOTAL PROGRAM EXPENSES = \$133,725**

**ADMINISTRATIVE EXPENSES (SOAR): ~~\$7,064~~ \$5,852**

Administrative expenses (10%): Includes Executive Director and Finance Director.

**TOTAL REQUEST: ~~\$121,377~~ PROGRAM BUDGET: \$96,377**



# Service Agreement

## Congdon Park Elementary School

Lifetouch ID: 35706

School Year(s): 2021-2024

Account Representative Email: jmalone@lifetouch.com

Contract Length: 3

### Account Information

Congdon Park Elementary School  
3116 East Superior Street  
Duluth, MN 55812

Main Phone: 218-336-8825  
Enrollment: 600  
Grades: K - 5

### Summary of Programs Provided

- Fall Individuals   
  Yearbook   
  Groups   
  Commencements   
  Service  
 Spring Individuals   
  Prestige Seniors   
  Prom/Dance   
  Other/Misc  
 Underclass Grads   
  Sports   
  Special Events

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individual - Original (Fall Individuals)	09/28/2021	09/28/2021	6:15 AM	7:15 AM	2:30 PM	600	
<b>Additional Notes:</b>	IDs						
Fall Individual - Retake (Fall Individuals)	11/05/2021	11/05/2021	6:30 AM	7:30 AM	1:00 PM		

\*Proposed details or TBD if blank

### Account Services

- Yearbook - Media CD/DMD    Yearbook Provider:  
 Parent Notify    Parent Notify Contact:  
 Storefront    Storefront Contact:  
 Lifetouch Portal    Lifetouch Portal Contact: Heidi Klassen

### Other Services

Color Portrait Strip  
 Color Portrait Strip  
 Digital Media Download High Res (up to 800)  
 Color Portrait Strip  
 Photo Directory

### Additional Details

### Contact information

Contact Name	Title	Role	Phone	Email
Kathi Kusch-Marshall	Principal	Administration	218-336-8825	kathi.marshall@isd709.org
Heidi Klassen	Administrative Assistant	Portal Contact; Primary Contact	218-336-8825	heidi.klassen@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:

Joe Malone  
42AF404130204EA...

2/22/2021

Joe Malone

Account Manager

Kathi Kusch-Marshall

Principal

Kathleen E. Boer 2-23-21  
CFD

**Grant Applications  
February 2021**

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

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Northland Foundation	Kaitlyn McKechnie, Early Childhood Family Education (ECFE)	ECFE Special Initiatives	\$14,815.17	If awarded, funds will be used to create more robust outdoor spaces for play and community building at all current ECFE sites (Lester Park Elementary, Piedmont Elementary, Stowe Elementary and Washington Center).
Northland Foundation	Becky Gamache, Duluth Preschool	Emergency Early Care and Education Wrap-Around Grant	\$8,960	If awarded, funds will be used to support professional development on observation and reflection of children's play, including stipends for afterhours reflection time with trainers.
Minnesota Dept. of Natural Resources	John Rudolph, Duluth East High School	East HS School Forest	\$500	If awarded, funds will be used to build/upgrade a bridge over the creek near the East High School outdoor classroom.