

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

Duluth Public Schools, ISD 709

Agenda

Tuesday, June 15, 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**
    - 1) *New!* HR Monthly Summary Report 3
    - 2) Human Resource Position Update
  - B. **Business Services**
    - 1) Finance
      - a. Finance Education: Year End Finance Department Update (verbal update)
    - 2) Facilities 5
    - 3) Enrollment 9
    - 4) Child Nutrition 11
    - 5) Transportation 12
3. **Consent Agenda**
  - A. HR Staffing Report 13
  - B. Finances
    - 1) Financial Report 14
    - 2) Budget Revisions 15
    - 3) Investment Transactions 20
    - 4) Fundraisers - None
  - C. Bids, RFPs, and Quotes - None
  - D. Contracts, Change Orders and Leases
    - 1) Kraus-Anderson Construction Company Sourcewell Project 21  
Procurement/Gordian eZIQC (Contract Number MN-IRA-GC02-120518-KRU) for Denfeld High School - Room 1214 Toilet Room Modification for Special Education
    - 2) Lease agreement with UHG - for the temporary relocation of HOCHS Support Staff. 24
  - E. Resolutions
    - 1) HR-6-21-3814 - Termination of Certified Probationary (Non-Tenured) Staff 50
    - 2) HR-6-15-3815 - Approval of Duluth District-Wide Instructional Administrators' Association Collective Bargaining Agreement 51
    - 3) B-6-21-3816 - Acceptance of Donations to Duluth Public Schools 76
    - 4) B-6-21-3817 - Acceptance of Grant Awards to Duluth Public Schools 78
    - 5) PLACEHOLDER Resolution

**4. Miscellaneous Informational Items (no action required)**

A. District Properties Update	79
B. Expenditure Contracts	81
C. No Cost Contracts	165
D. Revenue Contracts	217
E. Grant Applications	224
F. Change Orders Signed - None	
G. Referrals to Policy Committee - None	

## Human Resources Report May, 2021

### 1) Staffing Updates:

Number of staffing changes Received by HR during the month of May. This is a summary of the consent agenda.

	Certified	Non-Certified
<b># New Hires</b>	<b>4</b>	<b>5</b>
<b># Retirements</b>	<b>2</b>	<b>3</b>
<b># Resignations</b>	<b>7</b>	<b>9</b>
<b># Leave of Absences</b>	<b>3</b>	<b>5</b>

### 2) Benefits updates:

Open enrollment took place April 26 - May 7. Rates increased by approximately 7% beginning July 1. We had 3 employees, who had previously waived insurance, join the plan and we had 4 employees add dependents to the plan.

For our retirees who have insurance through the District, Finance & Benefits jointly determined that statements would be sent to them in June & December (months in which rates change), instead of monthly, going forward. A communication will go out to retirees mid June.

### 3) Certified Updates:

Annual staffing process has begun. During the month of May, Cathy Erickson, Simone Zunich, Mel Soderlund and Laura Hoffman Hordyk met with principals and program managers to discuss their enrollment, FTE allocations, and staffing needs for the 21-22 school year. During the month of June HR will focus on notifying staff of any status changes and posting for vacancies. We are also actively working on summer school hiring.

### 4) Non-Certified Updates:

Kate Elling moved from the benefits coordinator to the HR Manager for non-certified staff. The Para Bumping Meeting took place on May 25. There were 3 paras who were displaced from their positions for next school year. A total of 6 paras were bumped from their positions. They all ended up with a position for next school year.

**5) Contract Negotiations:**

DWIIA Contract for current school year is settled and will be going to the board for approval in June.

Maintenance contract was settled.

HR will be working with Finance on collection of information for negotiation parameters for future contracts.

**6) Additional Updates:**

Our HRIS specialist's last day is on June 30. With two vacancies in the department we are actively looking to fill in the gaps.

Our department along with the Finance department is working on the implementation of the Automated Sub System (AESOP) through Frontline. Anticipated roll-out is July 1.

# Facilities Management & Capital Project Status Report May 2021

5

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

- COVID-19 cleaning / disinfection protocols continue as an ongoing task.
- In the past month, the Facilities maintenance crews have completed 187 work orders and are currently working on 158 open work orders.

## **Capital Construction– Projects we are preparing for and will accomplish this summer:**

### **LTFM Approved Projects**

- The Congdon Park Window Replacement
- OEMS Door Replacement
- EHS Small Roof Replacement

### **LTFM Amended Projects**

- Denfeld Clock Tower Roof and North, East, South, & West Walls

### **Grant Funding – Approved Projects**

- MWE Nature Playscape
- LMAC Nature Playscape
- Piedmont Nature Playscape

### **District Approved Projects**

- Denfeld Bathroom Modification for Special Education

### **Ongoing Discussion with Legal Representation**

- PSS Track Lane 1 Ponding Remediation / Resolution

### **Future HOCHS and “On the Hill” construction tasks**

- Many meetings have been conducted on all aspects of the projects

## **Building Operations**

- Operations staff continue to uphold the highest Covid cleaning standards despite staffing challenges. A system of evening spot checks has been helpful to ensure expectations are met, as well as providing a great time for communication and support for the crews working in the evenings. Currently, we are planning summer project work, including a gym floor process that is also currently used on the Romano Gym at UMD, which will increase quality and efficiency in gym floor finishing at our sites.

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

- Knoxboxes ordered. Once installed they will allow law enforcement access during emergencies.
- Working with DPD to allow card access to district buildings.
- Lead-in-water testing report received. Taps that scored high are being flushed twice a day to mitigate possible lead levels. Retesting will be conducted on these taps. Taps with confirmed high readings will have fixtures replaced and retesting will follow.
- Playground inspections received. Planning for repairs & corrections after the school year.

Workers' Compensation Activities

**May 2021**

- First report of incidents:----- 10
- OSHA recordable incidents:----- 1
- Days away from work:----- 26
- Days of restricted work:----- 33
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

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

- First report of incidents:----- 33
- OSHA recordable incidents:----- 5
- Days away from work:----- 75
- Days of restricted work:----- 56
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

June 2, 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,

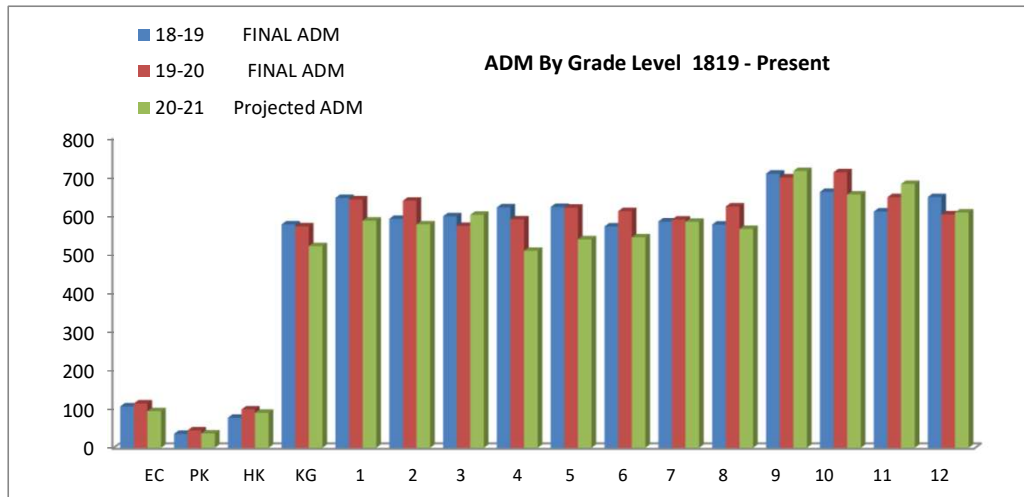
Greg Follmer  
Broker

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	469	304	253	94.48	102.00	4.96	0.31
PK	86	63	61	36.97	47.00	2.33	0.59
HK	122	89	94	90.37	72.00	1.35	1.01
KG	635	560	517	520.56	535.00	1.22	0.93
1	771	680	591	586.33	649.00	1.33	0.86
2	738	663	581.17	576.58	622.00	1.29	0.86
3	747	687	606.25	601.46	625.00	1.25	0.87
4	668	611	515	508.52	557.00	1.31	0.83
5	681	637	545	538.14	574.00	1.26	0.85
6	751	667	550.15	543.23	597.00	1.38	0.82
7	774	685	597.4	583.23	607.00	1.31	0.86
8	830	688	578.45	564.73	585.00	1.45	0.83
9	1134	829	724	714.51	725.00	1.59	0.86
10	1359	810	662.45	653.76	665.00	2.08	0.81
11	1389	848	690.1	681.05	668.00	2.04	0.80
12	1822	962	615.45	607.38	550.00	3.00	0.63
<b>Total:</b>	<b>12976</b>	<b>9783</b>	<b>8181.42</b>	<b>7901.30</b>	<b>8180.00</b>	<b>1.64</b>	<b>0.81</b>

+proj-budg> **-278.70**

GRADE	18-19 FINAL ADM	19-20 FINAL ADM	20-21 Projected ADM	Add'l Adjustments
EC	106.79	114.46	94.48	
PK	35.96	45.12	36.97	
HK	77.53	98.98	90.37	
KG	576.74	571.48	520.56	
1	644.98	641.06	586.33	
2	591.03	637.68	576.58	
3	597.55	572.54	601.46	
4	620.48	589.52	508.52	
5	621.52	619.65	538.14	
6	571.29	610.70	543.23	
7	584.07	589.04	583.23	
8	576.28	622.87	564.73	
9	707.65	697.70	714.51	
10	660.55	711.16	653.76	
11	609.9	646.82	681.05	
12	647.15	602.23	607.38	
<b>Total:</b>	<b>8229.47</b>	<b>8371.01</b>	<b>7901.30</b>	

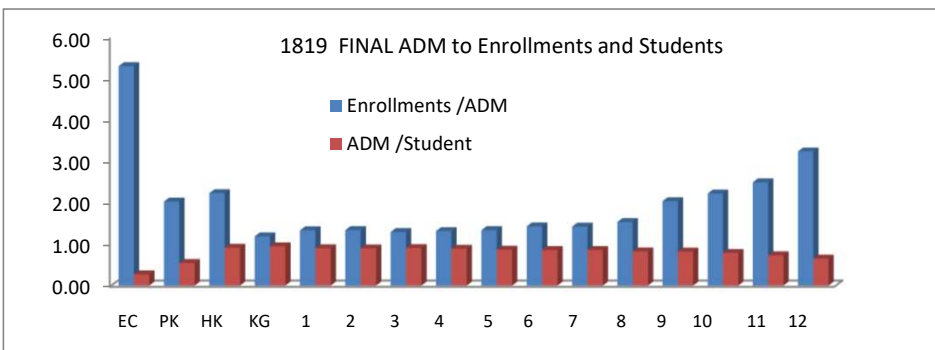
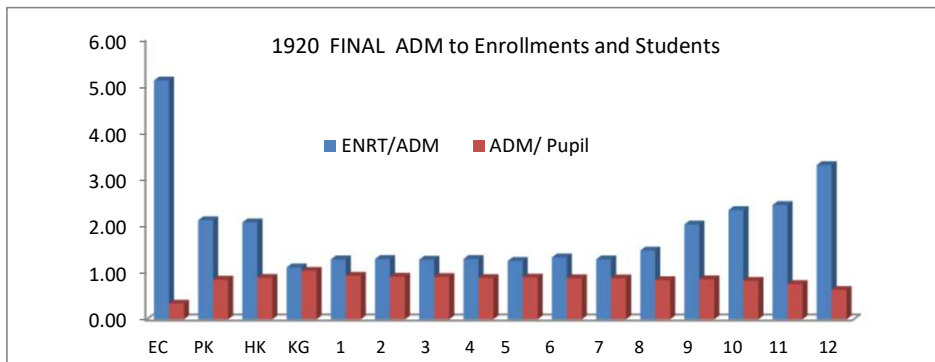
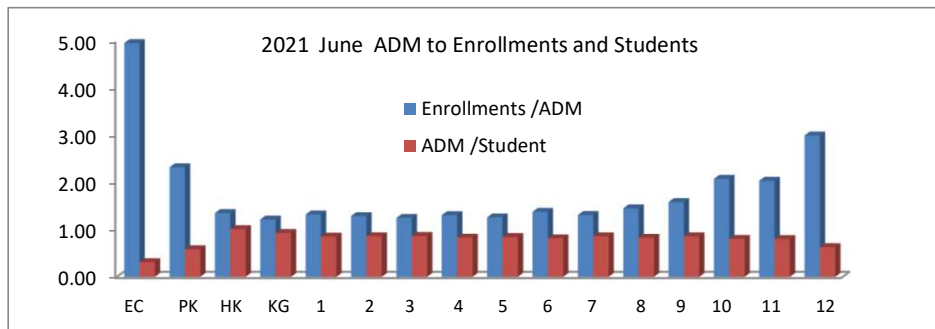


Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)

JUNE 2021

Grade	of Enrollments	Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	469	304	253	94.48	102.00	4.96	0.31
PK	86	63	61	36.97	47.00	2.33	0.59
HK	122	89	94	90.37	72.00	1.35	1.01
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<b>Total:</b>	<b>12976</b>	<b>9783</b>	<b>8181.42</b>	<b>7901.30</b>	<b>8180.00</b>	<b>1.64</b>	<b>0.81</b>

+proj-budg> -278.70



## **Child Nutrition Report May 2021 Activities**

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

Planning continues for the Summer Meals program. Child Nutrition is working with Human Resources to fill positions for summer meals at school sites throughout the city. The summer labor bid was due in Human Resources May 26, 2021. Employee availability will determine which school sites will serve summer meals.

Child Nutrition is also working with Katie Kaufman to update the meals information on the district's webpage and Facebook page.

Due to the continued pandemic, USDA has provided guidance that student meals (breakfast and lunch) during the 21-22 school year will be once again free to all students. The Seamless Summer Guidelines will be in place during the 21-22 school year. These menu guidelines are similar to the National School Lunch Guidelines and require vegetable sub groups, milk choices and a whole- grain component. The USDA will have additional guidance on menu planning and training for the Child Nutrition Staff during the summer months.

The Child Nutrition Department is working with the Human Resources Department on the Fall Labor Bid to get the upcoming positions filled. The Fall Labor Bid was due in Human Resources by May 26, 2021.

Training continues, 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.

As needed, reallocation of Child Nutrition staff, continues in buildings, to cover vacancies. Positions continue to go unfilled and is reaching the critical stage as all schools are open for in-person learning and we are still supporting distance learning meals.

Contingency plans for a Covid outbreak coverage and Covid quarantine in the kitchens are also being discussed. MDH & CDC guidelines continue to be followed in our Cafeterias to keep our students and staff safe.

Grocery & produce availability are at a premium as the supply chain to vendors continues to have disruptions in shipping and completing orders. Menu substitutions are utilized when groceries ordered for the menu are not delivered.

## **Transportation Report May 2021 Activities**

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 Transportation department uses Versatrans as its student transportation software. The department has been busy maintaining its 434 individual routes with many, many various changes as students return from distance learning to in person, sports return, etc. End of year route management includes making updates to current routes and building routes for the FY22 school year (double entry).

Starting to build summer school routes for many various groups such as Shooting for the Stars, ESY, work experience, etc.

We are experiencing a bus driver shortage (long term illnesses, COVID quarantine, etc.) but have managed to cut and/or consolidate routes to cover. Two new trainees have passed their tests and are now driving and the Transportation manager fills in regularly when needed.

The Transportation department is still following current COVID guidelines for spacing on buses with mandated face coverings (with exceptions). Seating charts are being developed for contact tracing.

Bus maintenance is ongoing with the fleet. Items completed on various vehicles this month include routine general maintenance, brake servicing, brake replacement, manual regenerations (emissions system), flat tire replacement, stop arm replacement, etc.

The average fleet age is 7 years with an average mileage of 79,210 (goal is 50,000 – 60,000)

**HUMAN RESOURCES ACTION ITEMS FOR 6/15/21**

<u>CERT APPOINTMENTS</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CHAVEZ SIERRA, ANDRES	SPANISH IMMERSION GR 2/LOWELL SPANISH IMMERSION	8/31/2021
FEELY, CHRISTA	DW, SCHOOL PSYCHOLOGIST/ J ATOL	8/31/2021
IMRIE, JOEL	SPANISH IMMERSION GR1/LOWELL SPANISH IMMERSION	8/31/2021
PECK, MATTHEW	SPANISH IMMERSION GR 5/LOWELL SPANISH IMMERSION	8/31/2021
TOTAL: 4		
<u>CERT CO-CURRICULAR</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
RANDOLPH, MICHAEL	HEAD BOYS HOCKEY COACH/EAST, RESIGNATION	6/1/2021
TOTAL: 1		
<u>CERT LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
COURAGE, MARY C	MEDIA SPECIALIST/LINCOLN PARK	8/31/2021 6/7/2024
FOSTER, PAMELA R	GRADE 2-3/LAKEWOOD	5/27/2021 6/11/2021
JOHNSON, DEBRA A	SPEC ED EBD/MERRITT CREEK	4/26/2021
TOTAL: 3		
<u>CERT RESIGNATIONS</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BLANCHARD, MICHELLE L	DEAN OF STUDENTS/DENFELD	6/11/2021
FUNK, KELSEY R	DEAF & HARD OF HEARING/DISTRICT WIDE	6/11/2021
GAGNE, ROBERT A	GUIDANCE COUNSELOR/EAST	6/18/2021
NORMAN, ADRIAN A, III	PRINCIPAL/ALC	7/1/2021
SPIELBAUER, KARINA I	SPEC ED ECSE/DISTRICT WIDE	6/30/2021
WILLIAMS, CAITLIN M	GRADE 5/MYERS WILKINS	6/11/2021
TOTAL: 6		
<u>CERT RETIREMENTS</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
AKERVIK, THERESA L	MUSIC/CURRICULUM SPECIALIST/CURRICULUM	6/25/2021
PEARSON, SANDRA L	GRADE 6/ORDEAN EAST	10/11/2021
TOTAL: 2		
<u>CERT TEMP INCREASES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
DITMARSON, COURTNEY L	TEMPORARY ASSIGNABLE TEACHER, DW, BA III, STEP 1	5/6/2021 6/11/2021
MANOPPO, REBECCA G	1/6 OVERLOAD, SPECIAL EDUC, LAURA MACARTHUR	3/15/2021 5/26/2021
PASCHEN, KRISTIN A	1/6 OVERLOAD, TEMP INCREASE MUSIC POS, ORDEAN EAST MIDDLE SCHOOL	3/8/2021 6/11/2021
TOTAL: 3		
<u>NON CERT APPOINTMENTS</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BJORSEN, LEO C	SPEC ED PARA/BW/LOWEEL, 31.25/38WKS, \$16.40/HR, NEW POS	5/6/2021
ENGLUND, MAGGIE J	SPEC ED PARA/STUD SPEC/MERRITT CREEK, 31.25/38WKS, \$16.40/HR, NEW POS	5/11/2021
ERJAVEC, JANE L	SUPV PARA/EAST, 23.5/38WKS, \$15.48/HR, NEW POS	5/10/2021
HAYS, KIMBERLY D	SPEC ED PROG PARA/MYERS-WILKINS, 31.25/38WKS, \$16.40/HR, NEW POS	5/17/2021
SEEMAN, CIARA J	OSSS/ALC/HOCHS, 40/52WKS, \$18.96/HR, M PORTER	5/12/2021
TOTAL: 5		
<u>NON CERT LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CORBIN, KANIKISA L	AMERICAN INDIAN HOMESCHL LIAISON/ LINCOLN PARK/PIEDMONT	5/10/2021 5/31/2021
DELACRUZ, JAMIE L	AMERICAN INDIAN LIAISON/MYERS WILKINS/LOWELL	4/29/2021 5/11/2021
MORISSEAU, MARIA T	SPEC ED PARAPROFESSIONAL/LESTER PARK	8/31/2021 5/31/2022
NELSON, STEVEN T	CUSTODIAN II/HOMECROFT/ORDEAN EAST	4/28/2021
TALBOT, MARK E	CAFETERIA HELPER/STOWE	4/28/2021 6/10/2021
TOTAL: 5		
<u>NON CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
DAVIS, MICHAEL R	FIREPERSON II/LINCOLN, 40/52WKS, \$19.66/HR, M KINNEAR	5/11/2021
TOTAL: 1		
<u>NON CERT RECLASSIFICATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
DOLENTZ, JACQUELINE M	EEA ADMIN I/BUSINESS SERV/HOCHS, EEA CLERICAL IV/BUSINESS SERV/HOCHS, \$1,107/WK	3/18/2021
TOTAL: 1		
<u>NON CERT RESIGNATIONS</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
AUSTIN, JOSEPH B	CUSTODIAN II/EAST	4/30/2021
BARNETT, RITA J	SPEC ED PARAPROFESSIONAL/CHESTER CREEK	6/11/2021
CORNELISON, HAYLIE L	CUSTODIAN II/ORDEAN EAST	5/17/2021
HOWES, WILLIAM B, III	EDUCATION EQUITY COORDINATOR/CURRICULUM	6/4/2021
OKSTAD, NICOLE M	TECH TUTOR PARAPROFESSIONAL/DENFELD	5/5/2021
QUADE, MEGAN M	SPEC ED PARAPROFESSIONAL/MYERS WILKINS	6/10/2021
REGENOLD, STEF D	MAINTENANCE CUSTODIAN/PIEDMONT	5/14/2021
RUSIN, AMANDA C	HRIS SPECIALIST/HUMAN RESOURCES	6/30/2021
TOTAL: 9		
<u>NON CERT RETIREMENTS</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
FEICK, WILLIAM T	MAINTENANCE CUSTODIAN/ROCKRIDGE	7/30/2021
PEDERSEN, ROBIN L	OFFICE SUPPORT SPEC INTERMEDIATE/FINANCE	5/15/2021
ROYSETH, MICHELLE A	SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR	6/11/2021
TOTAL: 3		



**HR/Finance Committee Monthly Fund Balance Report  
June 2021 Board Meeting**

6/7/2021

REVENUES	20-21		20-21		20-21		20-21	
	CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	July -May	July - May	July -May	July -May	July- May		
	1	\$ 107,336,284.12	\$	97,345,792.42			\$	9,990,491.70
	2	\$ 4,293,000.00	\$	1,917,809.34			\$	2,375,190.66
	3	\$ 6,564,573.27	\$	3,513,850.19			\$	3,050,723.08
	4	\$ 8,234,130.94	\$	5,538,110.52			\$	2,696,020.42
	5	\$ 7,934,361.03	\$	1,611,167.16	\$	-	\$	6,323,193.87
	6	\$ -					\$	-
	7	\$ 21,798,286.00	\$	31,120,467.31			\$	(9,322,181.31)
	8	\$ 258,575.00	\$	746.00			\$	257,829.00
	20	\$ 917,000.00	\$	719,760.74			\$	197,239.26
	71	\$ 1,117,656.00	\$	297,123.03			\$	820,532.97
	79	\$ 223,600.00	\$	30,012.60			\$	193,587.40
	98	\$ -	\$	-			\$	-
	99	\$ -	\$	-			\$	-
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 158,677,466.36</b>	<b>\$ -</b>	<b>\$ 142,094,839.31</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,582,627.05</b>

EXPENSES	20-21		20-21		20-21		20-21	
	CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -May	July - May	July -May	July -May	July-May		
	1	\$ 108,269,869.79	\$	77,048,857.99	\$	1,769,254.48	\$	29,451,757.32
	2	\$ 4,433,336.75	\$	2,384,928.75	\$	1,003,619.75	\$	1,044,788.25
	3	\$ 5,651,540.25	\$	5,485,813.92	\$	380,286.32	\$	(214,559.99)
	4	\$ 8,621,075.59	\$	5,419,721.39	\$	63,583.73	\$	3,137,770.47
	5	\$ 7,984,713.56	\$	6,179,682.66	\$	1,352,676.70	\$	452,354.20
	6	\$ -					\$	-
	7	\$ 21,506,300.00	\$	21,549,209.77			\$	(42,909.77)
	8	\$ 250,000.00	\$	250,000.00			\$	-
	20	\$ 917,000.00	\$	775,496.97			\$	141,503.03
	71	\$ 1,117,656.00	\$	253,296.04			\$	864,359.96
	79	\$ 223,600.00	\$	28,402.43			\$	195,197.57
	98						\$	-
	99							
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 158,975,091.94</b>	<b>\$ -</b>	<b>\$ 119,375,409.92</b>	<b>\$ -</b>	<b>\$ 4,569,420.98</b>	<b>\$ -</b>	<b>\$ 35,030,261.04</b>

**Budget Changes Report**

Duluth Public Schools ISD #709

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<b>Account</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>	<b>Post Date</b>	<b>Created By</b>	<b>Batch</b>
04 R 005 580 211 099 151	NORTHLD FOUND MDE GEERS GRANT REV LOCAL	10,000.00	0.00	05/06/2021	Christopher Peterson	050621CP
04 E 005 580 211 401 151	NORTHLD FOUND MDE GEERS GRANT GENERAL	1,100.00	0.00	05/06/2021	Christopher Peterson	050621CP
04 E 005 580 211 430 151	NORTHLD FOUND MDE GEERS GRANT	800.00	0.00	05/06/2021	Christopher Peterson	050621CP
04 E 005 580 211 530 151	NORTHLD FOUND MDE GEERS GRANT OTHER	8,100.00	0.00	05/06/2021	Christopher Peterson	050621CP
05 E 005 810 302 530 000	OP CAP-FAC-MAINT EQUIPMENT PURCHA	0.00	5,373.92	05/11/2021	Laura Smith-Tremble	051121LST
05 E 015 805 302 530 000	FAC OP CAP OPER EQUIPMENT PURCHA	5,373.92	0.00	05/11/2021	Laura Smith-Tremble	051121LST
01 E 005 405 740 433 000	SPSV DHH ST DW INDIV INSTR SUPP	2,500.00	0.00	05/11/2021	Angela Sepp	Deaf1
01 E 005 405 740 530 000	SPSV DHH ST DW EQUIPMENT PURCHA	0.00	2,500.00	05/11/2021	Angela Sepp	Deaf1
01 E 005 610 317 430 000	CMPED-A CUR DW CLASSROOM SUPPLY	1.00	0.00	05/11/2021	Joan Lancour	jl051121
01 E 005 610 317 460 000	CMPED-A CUR DW TEXTS-WKBK-EBOOK	0.00	1.00	05/11/2021	Joan Lancour	jl051121
01 E 005 605 398 366 340	IE J O'MALLEY DW AIRFARE	0.00	3,000.00	05/11/2021	Olivia Kinsley	OK051121
01 E 005 605 398 394 340	IE J O'MALLEY DW FEES-STUDENT	3,000.00	0.00	05/11/2021	Olivia Kinsley	OK051121
01 E 225 050 000 185 000	SCH ADMIN LPMS STPD SAL-LIC/CRT	1,800.00	0.00	05/12/2021	Simone Zunich	5.12.21shz
01 E 225 050 000 305 000	SCH ADMIN LPMS CONTRACTED SERV	0.00	1,800.00	05/12/2021	Simone Zunich	5.12.21shz
01 E 005 412 740 366 000	SPSV ECSEST DW MILEAGE	0.00	7,500.00	05/12/2021	Angela Sepp	Cleanup
01 E 005 420 740 466 000	SPSV AGG ST DW INST TECH DEVICE	6,000.00	0.00	05/12/2021	Angela Sepp	Cleanup
01 E 005 420 740 466 000	SPSV AGG ST DW INST TECH DEVICE	1,500.00	0.00	05/12/2021	Angela Sepp	Cleanup
01 E 435 050 000 329 000	SCH ADMIN CGDN POSTAGE&EXPRESS	0.00	75.00	05/12/2021	Heidi Klassen	HLK05122021
01 E 435 050 000 401 000	SCH ADMIN CGDN GENERAL SUPPLY	75.00	0.00	05/12/2021	Heidi Klassen	HLK05122021
01 E 435 050 000 350 000	SCH ADMIN CGDN COPY MACH MAINT	0.00	1,000.00	05/12/2021	Heidi Klassen	hIk15/12/2021
01 E 435 050 000 401 000	SCH ADMIN CGDN GENERAL SUPPLY	1,000.00	0.00	05/12/2021	Heidi Klassen	hIk15/12/2021
01 E 435 050 000 366 000	SCH ADMIN CGDN MILEAGE	0.00	75.00	05/12/2021	Heidi Klassen	hIk5/12/21
01 E 435 050 000 398 000	SCH ADMIN CGDN PRINT CHARGEBACK	0.00	400.00	05/12/2021	Heidi Klassen	hIk5/12/21
01 E 435 050 000 401 000	SCH ADMIN CGDN GENERAL SUPPLY	75.00	0.00	05/12/2021	Heidi Klassen	hIk5/12/21
01 E 435 050 000 401 000	SCH ADMIN CGDN GENERAL SUPPLY	400.00	0.00	05/12/2021	Heidi Klassen	hIk5/12/21
01 E 005 401 740 433 000	SPSV SPCH ST DW INDIV INSTR SUPP	0.00	5,000.00	05/13/2021	Angela Sepp	Speech1
01 E 005 420 740 433 000	SPSV AGG ST DW INDIV INSTR SUPP	5,000.00	0.00	05/13/2021	Angela Sepp	Speech1
01 E 435 203 317 185 000	ELE CMPED-D CGDN STPD SAL-LIC/CRT	1,000.00	0.00	05/14/2021	Simone Zunich	5.14.21shz
01 E 435 203 317 430 000	ELE CMPED-D CGDN CLASSROOM SUPPLY	0.00	1,000.00	05/14/2021	Simone Zunich	5.14.21shz
01 E 510 203 000 365 000	ELE ED LSTR TRANSP CHRGEBACK	0.00	2,000.00	05/19/2021	Tracy Thompson	TAT05192021
01 E 510 203 000 430 000	ELE ED LSTR CLASSROOM SUPPLY	2,000.00	0.00	05/19/2021	Tracy Thompson	TAT05192021

**Budget Changes Report**

Duluth Public Schools ISD #709

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<b>Account</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>	<b>Post Date</b>	<b>Created By</b>	<b>Batch</b>
01 E 510 203 000 430 000	ELE ED LSTR CLASSROOM SUPPLY	3,000.00	0.00	05/19/2021	Tracy Thompson	TAT05192021
01 E 510 203 000 460 000	ELE ED LSTR TEXTS-WKBK-EBOOK	0.00	3,000.00	05/19/2021	Tracy Thompson	TAT05192021
01 E 510 050 000 329 000	SCH ADMIN LSTR POSTAGE&EXPRESS	0.00	500.00	05/19/2021	Tracy Thompson	TAT05192021
01 E 510 050 000 401 000	SCH ADMIN LSTR GENERAL SUPPLY	500.00	0.00	05/19/2021	Tracy Thompson	TAT05192021
01 E 510 050 000 398 000	SCH ADMIN LSTR PRINT CHARGEBACK	0.00	500.00	05/19/2021	Tracy Thompson	TAT05192021
01 E 510 050 000 401 000	SCH ADMIN LSTR GENERAL SUPPLY	500.00	0.00	05/19/2021	Tracy Thompson	TAT05192021
01 R 005 211 155 400 000	ESSER II REVENUE	1,500,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 110 000	ESSER II TECHNOLOGY	95,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 143 000	ESSER II TECHNOLOGY LICENSED INSTR	50,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 185 000	ESSER II TECHNOLOGY STIPEND SALARY-	8,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 210 000	ESSER II TECHNOLOGY FICA/MEDICARE	12,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 214 000	ESSER II TECHNOLOGY PENSION PERA	4,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 218 000	ESSER II TECHNOLOGY PENSION TRA	8,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 220 000	ESSER II TECHNOLOGY HEALTH INSURANCE	35,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 230 000	ESSER II TECHNOLOGY LIFE INSURANCE	300.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 235 000	ESSER II TECHNOLOGY DENTAL INSURANCE	700.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 240 000	ESSER II TECHNOLOGY LONG TERM DISABILITY	500.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 251 000	ESSER II TECHNOLOGY HRA	7,500.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 252 000	ESSER II TECHNOLOGY OTHER POST EMP	8,700.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 270 000	ESSER II TECHNOLOGY WORKERS	1,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 280 000	ESSER II TECHNOLOGY UNEMPLOYMENT	300.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 406 000	ESSER II TECHNOLOGY INSTR. SOFTWARE	70,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 108 155 466 000	ESSER II TECHNOLOGY INSTR. TECHNOLOGY	150,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 140 000	ESSER II DW SECONDARY CLASSROOM	553,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 144 000	ESSER II DW SECONDARY NON-LIC INSTRUCTION	70,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 210 000	ESSER II DW SECONDARY FICA/MEDICARE	47,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 214 000	ESSER II DW SECONDARY PENSION PERA	6,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 218 000	ESSER II DW SECONDARY PENSION TRA	44,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 220 000	ESSER II DW SECONDARY HEALTH INSURANCE	166,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 230 000	ESSER II DW SECONDARY LIFE INSURANCE	1,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 235 000	ESSER II DW SECONDARY DENTAL INSURANCE	3,000.00	0.00	05/20/2021	Christopher Peterson	052021CP

Budget Changes Report

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<u>Account</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Post Date</u>	<u>Created By</u>	<u>Batch</u>
01 E 005 211 155 240 000	ESSER II DW SECONDARY LONG TERM DISABILITY	1,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 251 000	ESSER II DW SECONDARY HRA HLTH REIMB	34,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 252 000	ESSER II DW SECONDARY OTHER POST EMP	36,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 270 000	ESSER II DW SECONDARY WORKERS	3,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 280 000	ESSER II DW SECONDARY UNEMPLOYMENT	1,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 401 000	ESSER II DW SECONDARY GENERAL SUPPLIES	34,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
01 E 005 211 155 895 000	ESSER II DW SECONDARY INDIRECT COSTS	50,000.00	0.00	05/20/2021	Christopher Peterson	052021CP
06 E 005 870 000 520 800	BLDGCONS ADMIN IPD OWNERS	312,660.00	0.00	05/20/2021	Christopher Peterson	052121CP
06 E 005 870 000 520 801	BLDGCONS ADMIN DESIGN SERVICES	1,984,191.00	0.00	05/20/2021	Christopher Peterson	052121CP
06 E 005 870 000 520 802	BLDGCONS ADMIN CONSTRUCTION MGMT	781,651.00	0.00	05/20/2021	Christopher Peterson	052121CP
01 E 550 203 000 365 000	ELE ED PDMT TRANSP CHRGEBACK	0.00	1,014.13	05/20/2021	April Winter	ALW03312021
01 E 550 203 000 401 000	ELE ED PDMT GENERAL SUPPLY	683.32	0.00	05/20/2021	April Winter	ALW03312021
01 E 550 203 000 430 000	ELE ED PDMT CLASSROOM SUPPLY	330.81	0.00	05/20/2021	April Winter	ALW03312021
01 E 550 216 401 360 638	TTL1 PARENT PDMT TRANSP-PRIVATE	200.00	0.00	05/20/2021	April Winter	ALW05122021
01 E 550 216 401 366 000	TTL I CURYR PDMT MILEAGE	0.00	2,200.00	05/20/2021	April Winter	ALW05122021
01 E 550 216 401 430 000	TTL I CURYR PDMT CLASSROOM SUPPLY	2,000.00	0.00	05/20/2021	April Winter	ALW05122021
01 E 540 050 000 305 000	SCH ADMIN MWKN CONTRACTED SERV	0.00	500.00	05/20/2021	Diana Harstad	MW052021DH
01 E 540 050 000 401 000	SCH ADMIN MWKN GENERAL SUPPLY	500.00	0.00	05/20/2021	Diana Harstad	MW052021DH
01 E 540 203 000 401 000	ELE ED MWKN GENERAL SUPPLY	0.00	3,575.80	05/20/2021	Diana Harstad	MW052021DH
01 E 540 203 000 530 000	ELE ED MWKN EQUIPMENT PURCHA	3,575.80	0.00	05/20/2021	Diana Harstad	MW052021DH
01 E 540 203 000 401 000	ELE ED MWKN GENERAL SUPPLY	0.00	1,167.49	05/20/2021	Diana Harstad	MW052021DH
01 E 540 203 000 470 000	ELE ED MWKN LIBRARY/MEDIA	1,167.49	0.00	05/20/2021	Diana Harstad	MW052021DH
01 E 081 203 000 145 000	ELE ED MRCK SUB TEACHER-LIC	0.00	500.00	05/20/2021	Simone Zurich	sz5.20.21
01 E 081 203 317 185 000	ELEM CMPED-DMRCK STPD SAL-LIC/CRT	500.00	0.00	05/20/2021	Simone Zurich	sz5.20.21
01 E 510 050 000 350 000	SCH ADMIN LSTR OTHER EQUIP MAIN	0.00	500.00	05/20/2021	Tracy Thompson	TAT052021_1
01 E 510 050 000 401 000	SCH ADMIN LSTR GENERAL SUPPLY	500.00	0.00	05/20/2021	Tracy Thompson	TAT052021_1
01 E 510 203 000 365 000	ELE ED LSTR TRANSP CHRGEBACK	0.00	300.00	05/20/2021	Tracy Thompson	TAT052021_2
01 E 510 203 000 398 000	ELE ED LSTR PRINT CHARGEBACK	0.00	400.00	05/20/2021	Tracy Thompson	TAT052021_2
01 E 510 203 000 430 000	ELE ED LSTR CLASSROOM SUPPLY	700.00	0.00	05/20/2021	Tracy Thompson	TAT052021_2
01 E 475 050 000 401 000	SCH ADMIN HMCR GENERAL SUPPLY	0.00	1,125.00	05/21/2021	Coleen Nordwall	CN052121
01 E 475 203 000 555 000	ELE ED HMCR TECHNOLOGY EQUIP	1,125.00	0.00	05/21/2021	Coleen Nordwall	CN052121

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 500 050 000 398 000	SCH ADMIN LKWD PRINT CHARGEBACK	0.00	70.72	05/23/2021	Jerrie Soderburg	JL052321
01 E 500 050 000 401 000	SCH ADMIN LKWD GENERAL SUPPLY	70.72	0.00	05/23/2021	Jerrie Soderburg	JL052321
01 E 500 050 000 329 000	SCH ADMIN LKWD POSTAGE&EXPRESS	0.00	100.00	05/23/2021	Jerrie Soderburg	JS052321
01 E 500 050 000 401 000	SCH ADMIN LKWD GENERAL SUPPLY	100.00	0.00	05/23/2021	Jerrie Soderburg	JS052321
04 R 005 580 211 099 282	ECFE NORTHLAND HUB GRANT REVENUE	35,000.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 110 282	ECFE NORTHLAND HUB GRANT SALARY-ADMIN	1,320.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 140 282	ECFE NORTHLAND HUB GRANT SALARY-LIC TCHR	17,530.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 170 282	ECFE NORTHLAND HUB GRANT NONINST SUPP	625.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 210 282	ECFE NORTHLAND HUB GRANT FICA/MEDICARE	1,313.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 214 282	ECFE NORTHLAND HUB GRANT PENS NCRT PERA	146.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 218 282	ECFE NORTHLAND HUB GRANT PENS CERT TRA	1,425.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 220 282	ECFE NORTHLAND HUB GRANT HLTH INS	5,652.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 230 282	ECFE NORTHLAND HUB GRANT LIFE INSURANCE	26.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 235 282	ECFE NORTHLAND HUB GRANT DENTAL	81.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 240 282	ECFE NORTHLAND HUB GRANT LTD INSURANCE	37.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 251 282	ECFE NORTHLAND HUB GRANT HRA PLAN	1,455.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 270 282	ECFE NORTHLAND HUB GRANT WORKERS COMP	101.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 280 282	ECFE NORTHLAND HUB GRANT UNEMPLOYMNT	11.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 305 282	ECFE NORTHLAND HUB GRANT CONTRACTED	1,720.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 366 282	ECFE NORTHLAND HUB GRANT MILEAGE	1,050.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 401 282	ECFE NORTHLAND HUB GRANT GENERAL SUPPLY	788.00	0.00	05/24/2021	Christopher Peterson	052421CP
04 E 005 580 211 405 282	ECFE NORTHLAND HUB GRANT SOFTWARE & LIC	1,720.00	0.00	05/24/2021	Christopher Peterson	052421CP
01 E 005 420 740 305 000	SPSV AGG ST DW CONTRACTED SERV	1,700.00	0.00	05/24/2021	Angela Sepp	Cleanup1
01 E 005 420 740 401 000	SPSV AGG ST DW GENERAL SUPPLY	1,214.72	0.00	05/24/2021	Angela Sepp	Cleanup1
01 E 005 420 740 433 000	SPSV AGG ST DW INDIV INSTR SUPP	571.90	0.00	05/24/2021	Angela Sepp	Cleanup1
01 E 005 420 740 466 000	SPSV AGG ST DW INST TECH DEVICE	0.00	4,914.56	05/24/2021	Angela Sepp	Cleanup1
01 E 005 420 740 820 000	SPSV AGG ST DW DUES/LIC FEES	1,427.94	0.00	05/24/2021	Angela Sepp	Cleanup1
01 E 500 203 000 365 000	ELE ED LKWD TRANSP CHRGEBACK	0.00	1,247.00	05/25/2021	Jerrie Soderburg	JS052521
01 E 500 203 000 398 000	ELE ED LKWD PRINT CHARGEBACK	0.00	86.50	05/25/2021	Jerrie Soderburg	JS052521
01 E 500 203 000 430 000	ELE ED LKWD CLASSROOM SUPPLY	1,247.00	0.00	05/25/2021	Jerrie Soderburg	JS052521
01 E 500 203 000 430 000	ELE ED LKWD CLASSROOM SUPPLY	86.50	0.00	05/25/2021	Jerrie Soderburg	JS052521

Budget Changes Report

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<u>Account</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Post Date</u>	<u>Created By</u>	<u>Batch</u>
01 E 225 050 000 305 000	SCH ADMIN LPMS CONTRACTED SERV	0.00	1,500.00	05/25/2021	Susan Archambeau-	SB05252021
01 E 225 050 000 401 000	SCH ADMIN LPMS GENERAL SUPPLY	1,500.00	0.00	05/25/2021	Susan Archambeau-	SB05252021
01 E 520 203 317 185 000	ELE CMPED-D LWLL STPD SAL-LIC/CRT	4,000.00	0.00	05/26/2021	Simone Zunich	sz5.26.21
01 E 520 203 317 430 000	ELE CMPED-D LWLL CLASSROOM SUPPLY	0.00	4,000.00	05/26/2021	Simone Zunich	sz5.26.21
01 E 005 605 320 366 340	IE DW MILEAGE	0.00	2,500.00	05/27/2021	Olivia Kinsley	OK052721B
01 E 005 605 320 490 340	IE DW FOOD	2,500.00	0.00	05/27/2021	Olivia Kinsley	OK052721B
01 E 005 605 320 305 340	IE DW CONTRACTED SERV	0.00	3,547.93	05/27/2021	Olivia Kinsley	OK52721
01 E 005 605 320 369 340	IE DW ENTRY FEE/STDNT	2,359.00	0.00	05/27/2021	Olivia Kinsley	OK52721
01 E 005 605 320 398 340	IE DW PRINT CHARGEBACK	775.20	0.00	05/27/2021	Olivia Kinsley	OK52721
01 E 005 605 320 460 340	IE DW TEXTS-WKKBK-EBOOK	413.73	0.00	05/27/2021	Olivia Kinsley	OK52721
01 E 550 050 000 329 000	SCH ADMIN PDMT POSTAGE&EXPRESS	55.20	0.00	05/28/2021	April Winter	ALW05282021
01 E 550 050 000 398 000	SCH ADMIN PDMT PRINT CHARGEBACK	601.75	0.00	05/28/2021	April Winter	ALW05282021
01 E 550 050 000 401 000	SCH ADMIN PDMT GENERAL SUPPLY	0.00	656.95	05/28/2021	April Winter	ALW05282021
01 E 550 203 000 365 000	ELE ED PDMT TRANSP CHRGEBACK	0.00	230.03	05/28/2021	April Winter	ALW052821
01 E 550 203 000 401 000	ELE ED PDMT GENERAL SUPPLY	188.05	0.00	05/28/2021	April Winter	ALW052821
01 E 550 203 000 430 000	ELE ED PDMT CLASSROOM SUPPLY	41.98	0.00	05/28/2021	April Winter	ALW052821
01 E 550 203 317 401 000	ELE CMPED-D PDMT GENERAL SUPPLY	234.32	0.00	05/28/2021	April Winter	ALW052821A
01 E 550 203 317 430 000	ELE CMPED-D PDMT CLASSROOM SUPPLY	0.00	234.32	05/28/2021	April Winter	ALW052821A

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY21**  
**As of April 30, 2021**

**Beginning Investment Balance (March 31, 2021)** **\$ 6,473,304.99**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
4/26/2021	MN Trust Term Series	MNT	5/25/2021	0.04%	\$ 7,000,000.00
4/22/2021	Western Alliance Bank	MNT	10/19/2021	0.063%	\$ 249,900.00
<b>Total Purchases</b>			<b>\$</b>	<b>7,249,900.00</b>	

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
4/26/2021	MN Trust Term Series	MNT	4/26/2021	0.04%	\$ 6,000,000.00
<b>Total Maturities</b>			<b>\$</b>	<b>6,000,000.00</b>	

**Other items:**

Add:	Money Market Funds Interest				\$ 0.18
	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				
<b>Total Other</b>			<b>\$</b>	<b>0.18</b>	

**Ending Investment Balance (April 30, 2021)** **\$ 7,723,205.17**

**Note:** Ending Investment Balance as of April 30, 2020 was \$3,130,302.95

# Memorandum

**To:** Ms. Jill Lofald  
School Board Chair

Ms. Cathy Erickson  
CFO/Executive Director of Business Services

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

**Date:** June 10, 2021

**Re:** Kraus-Anderson Construction Company Sourcewell Project  
Procurement/Gordian ezIQC (Contract Number  
MN-IRA-GC02-120518-KRU) for Denfeld High School - Room 1214  
Toilet Room Modification for Special Education

Attached is a Proposal from Kraus-Anderson Construction Company to perform work as defined to reconfigure two rooms and construct such into an accessible toilet and shower room. This bathroom construction is required to create an appropriate bathroom as related to the program needs.

These construction services are procured through Gordian ezIQC, Sourcewell contract number MN-IRA-GC02-120518-KRU.

The contract for this work, as defined in the attached Kraus-Anderson proposal, will be for a Lump Sum amount not to exceed **\$224,000.00**

**Recommendation:**

I am recommending the School Board approve this proposal at the regular School Board Meeting on June 15, 2021 and for Ms. Jill Lofald, School Board Chair, to be authorized to sign and enter into an agreement on behalf of the School Board with Kraus-Anderson Construction Company when the appropriate AIA contract documents are received.

**BUDGET CODE:** 01 E 005 420 740 520 000



6/10/2021

Mr. David Spooner, Manager of Facilities  
Duluth Public Schools, ISD 709  
730 East Central Entrance  
Duluth, MN 55811

RE: ISD 709 Denfeld High School Bathroom Remodel

Mr. Spooner,

Thank you for contacting Kraus-Anderson Construction Company regarding your upcoming construction project. As we have discussed, Kraus-Anderson Construction Company currently holds a Sourcwell contract for construction services, under contract number MN-IRA-GC02-120518-KRU. Kraus-Anderson Construction Company is pleased to offer the following Lump Sum proposal for your review.

We propose to furnish all labor, materials, compensation, public liability insurance and to pay all federal, state and local tax necessary for the ISD 709 — Denfeld High School —bathroom remodel project through the Sourcwell Project Procurement and the ezIQC process for the Lump Sum amount not to exceed, of **Two Hundred and Twenty Four Thousand Dollars and 00/100. \$224,000.00**

#### Clarifications

1. Bid figures access to bathroom from nearest available entrance.
2. Project goal is completion prior to Fall school opening. However material lead times and a late start may require completing project after fall school begins.

#### Inclusions

1. Sourcwell fee is included.
2. Building permit fee.
3. Temp toilets.
4. Dumpsters.

#### Exclusions

1. Builders risk insurance.
2. KA construction trailer. Assume we will have access to a classroom or conference room for construction meetings.
3. Design fees.
4. Plan review fees.

We propose to do the above mentioned work using the following contractors:

<u>Work Scope</u>	<u>Name</u>	<u>City, State</u>
WS 6D Finish Carpentry	St. Germain’s Cabinet, Inc	Duluth, MN
WS 8A Doors Frames Hdwe	Sell Hardware	Duluth, MN
WS 9A Drywall	Quality Drywall & Plastering	Duluth, MN
WS 9C Acoustic Ceilings	Schaefer Acoustics, Inc.	Duluth, MN
WS 9D Flooring	Contract Tile & Carpet LLC	Duluth, MN
WS 9K Painting	Steinbrecher Painting	Princeton, MN
WS 10A Specialties	Construction Supply, Inc.	Fargo, ND
WS 20A Mechanical	A.G. O’Brien	Duluth, MN
WS 26A Electrical	Hunt Electric	Duluth, MN

This letter shall serve as a notice to proceed with the project in SUMMER of 2021 under the above mentioned Sourcewell Project Procurement and the eziQC process. An official contract will follow.

All Costs in this proposal are subject to change due to the project not being entered through the Sourcewell Gordian software system. In the case that the Gordian data entry does not match the costs proposed, this proposal will be void.

If you have any questions regarding this letter, please let me know.

Sincerely,

Dustin Wick  
Project Manager

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Acceptance

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David Spooner, Manager of Facilities Date

**LEASE**

4316 Rice Lake Road  
Duluth, MN 55811

**LANDLORD:**

Duluth United, LLC

**TENANT:**

ISD 709 Duluth Public Schools

**LEASE**

This lease, effective the 15th day of June 2021, by and between Duluth United, LLC, a Minnesota limited liability company ("Landlord"), and ISD 709 Duluth Public Schools ("Tenant").

WITNESSETH THAT:

Landlord does hereby lease to Tenant, and Tenant does hereby take from Landlord those certain premises located at 4316 Rice Lake Road, Duluth, Minnesota, as specifically shown on **Exhibit A** (the "Leased Premises") attached hereto, all according to the following terms and conditions:

**DEFINITIONS**

- A. **Term:** The term (the "Term") of this lease shall be for a two (2) year term commencing October 1, 2021 (the "Commencement Date"), and terminating September 30, 2023 (the "Expiration Date"). Tenant shall have the option to extend the Term (the "Renewal Option") for one (1) year, commencing on the date immediately subsequent to the Expiration Date and expiring the date that is one (1) year thereafter (the "Option Term"), provided that Tenant is not in default under the Lease beyond any applicable notice and cure period, on the date the Renewal Option is exercised or at any time thereafter through the commencement date of the Option Term. The Renewal Option may be exercised by Tenant, if at all, upon written notice from Tenant to Lessor no later one hundred three hundred sixty-five (365) days prior to the Expiration Date.
- B. **Rent Commencement Date:** Same as the Commencement Date of the Term (see A., above) unless otherwise specified in the Addendum, if any.
- C. **Annual Base Rent:** Annual Base Rent shall be calculated based upon the following annual per-square-foot rent:

<b>Months of The Term</b>	<b>Annual Rent Per Rentable Square Foot</b>	<b>Annual Base Rent</b>
1-24	\$33.50	\$702,662.50

Option Term shall be subject to 3.0% Annual Base Rent increase

- D. **Percentage Rent:** N/A.
- E. **Security Deposit:** N/A.
- F. **Tenant's Pro Rata:** N/A
- G. **Floor Area of Premises:** 20,975 rentable square feet. The Tenant may attach as an Appendix its plans for its layout of the Premises (collectively, the “Initial Tenant Improvements”).
- H. **Lease Year:** The twelve-month period commencing on the Commencement Date and ending on the last day of the twelfth (12<sup>th</sup>) month thereafter.
- I. **Notice:** See Section 19.
- J. **Utilities:** Natural gas, electricity, sewer, water, garbage disposal, and any other charge for goods or services provided to the Leased Premises by a governmental agency or by a private company.
- K. **Property:** The building (the “Building”) located at 4316 Rice Lake Road, Duluth, Minnesota, in which the Leased Premises are located and all ground appurtenant thereto under the ownership or control of Landlord as set forth on **Exhibit A**, attached hereto.

1. **LEASE TERM:** Tenant shall lease the Leased Premises for the Term at the end of which this Lease shall terminate without further rights to Tenant. At the time of termination, any structures and improvements constructed on the Lease Premises by tenant, or any item, thing or material attached to the Leased Premises, shall become the property of the Landlord. Tenant shall, upon expiration of this lease, remove any equipment and personal property except that which shall become the property of Landlord, and in the event said personal property is not removed by Tenant, Landlord may remove and store said personal property at Tenant's expense and if tenant does not claim the property and pay all removal and storage expenses within thirty (30) days following termination of the Lease, then Landlord may sell said property without notice to Tenant and apply the proceeds thereof first to the costs of said sale, then to costs of removal and storage, then to any sums owed by Tenant to Landlord and any excess shall be delivered to Tenant.

2. **USE:** Subject to any and all applicable laws, ordinances, codes, regulations, requirements of the federal, state, county and municipal authorities, and with any lawful order or direction of any public officer relating to the Leased Premises or the use and occupation of the Leased Premises (collectively, "Applicable Law"), the Leased Premises shall be solely for the operation of administrative and office space, and ancillary uses reasonably related thereto (the "Permitted Use"), but in no event for the provision of classroom space or use by students of Tenant or its affiliates. The Permitted Use shall not be changed or expanded without the prior written approval of the Landlord. However, use by students incidental to the Tenant's administrative and office use of the Premises is permitted, but in no case for the instruction of students.

3. **RENT:** Tenant shall pay to Lessor the Annual Base Rent for the first Lease Year on or before the Commencement Date, and if applicable the first day of the Option Term, and for the second Lease Year on or before the day immediately preceding the second Lease Year. Occupancy by Tenant of the Leased Premises on any day for which rent has not been paid in advance shall be considered an event of default.

4. **INSURANCE:** Landlord shall maintain upon the Leased Premises fire and extended coverage insurance, insuring against all ordinary and common disasters, with coverage limits in amounts acceptable to Landlord. No portion of any proceeds of said insurance shall be payable or paid to Tenant.

Landlord shall maintain general public liability insurance covering claims for personal injury, death, or property damage with limits of not less than \$1,000,000 in respect to bodily injury or death to one person, and not less than \$2,000,000 in respect to bodily injury to death arising out of on occurrence, and \$500,000 for property damage arising out of one occurrence.

Tenant shall purchase general public liability insurance with respect to the Leased Premises covering claims for personal injury, death, or property damage with limits of not less than \$1,000,000 in respect to bodily injury or death to one person, and not less than \$2,000,000 in respect to bodily injury to death arising out of on occurrence, and \$500,000 for property damage arising out of one occurrence. Landlord and Landlord's mortgagee shall be named as co-insured on said policies. Tenant shall further maintain policies of insurance covering Tenant's personal property and fixtures situated on or about the Leased Premises for their full replacement value. If required by law Tenant shall also maintain workers compensation insurance and dram shop/liquor liability insurance. Tenant shall place such insurance with insurers legally authorized to do

business in the state in which the Leased Premises are located and reasonably acceptable to Landlord. Tenant shall, at the commencement of this Lease and annually thereafter, provide Landlord with certificates of insurance on all of the above policies, showing Landlord and Landlord's lender as an additional insured and clearly stating that said policies may not be canceled by either Tenant or the insurance company unless Landlord is first given thirty (30) days advance notice of such cancellation. Should Tenant fail to provide Landlord with adequate proof of insurance coverage within thirty (30) days hereof and annually thereafter, Landlord may, but shall not be required to, obtain said insurance at the sole expense of the Tenant. Any sum expended by Landlord for said insurance shall be due and payable by Tenant to Landlord immediately upon demand.

5. **UTILITIES.** Landlord does not warrant that any of the utility services will be free of interruption of service. Interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable under this Lease or entitle Tenant to any abatement of Annual Base Rent, unless such interruption is caused by the negligence, breach of this Lease by Landlord or other act or omission of Landlord.

6. **COMMON AREA:** The term "Common Area" means the entire area within the Property designed for common use or benefit of Landlord, tenants of Landlord, and customers, invitees, officers, agents and employees thereof, including, but not limited to, parking lots, landscaped areas, passages for trucks and automobiles, roads, walks, curbs, drainage ditches, corridors, cafeteria, together with facilities such as elevators, washrooms, drinking fountains, toilets, stairs, and ramps, with facilities appurtenant to each. Subject to reasonable, non-discriminatory rules and regulations to be promulgated by Landlord, the Common Area is hereby made available to Tenant and its employees, agents, customers, and invitees for their reasonable nonexclusive use in common with Landlord, other tenants, and their respective employees, agents, customers and invitees for the purpose for which constructed, provided that the Common Area shall at all times be subject to the exclusive control of Landlord in Landlord's sole discretion. Landlord shall have the right from time to time to increase, decrease, eliminate, create or otherwise change the areas, location and arrangement of any or all Common Area; to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Area; to restrict or discourage parking by non-customers, including tenants, their officers, agents, and employees; to construct improvements thereon, including free standing buildings; to establish

and change the level of parking surfaces; to change the arrangement of entrances, exits and approaches; to close temporarily or permanently any portions of the Common Area; and to do and perform such other acts in and to said areas and improvements as Landlord shall deem appropriate. No exhibit attached to this Lease nor any other materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Property or the occupancy, identity or location of tenants.

7. **SERVICES.** Landlord, pursuant to the terms of this Section, will furnish the following services for the normal use and occupancy of the Leased Premises for the Permitted Use, without further charge to the Tenant, including, without limitation: (i) electrical current for lighting, incidentals and normal office use for general use of the Building's tenants, (ii) heating and air conditioning in season during normal business hours, and (iii) water at those points of supply provided for general use of the Project's tenants at all times and on all days throughout the year. Landlord does not warrant that any utility or other services Landlord furnishes may not be interrupted or delayed, and, accordingly, except as set forth herein, Landlord shall not be responsible or liable for any interruption in such services unless due to the negligence, breach of this Lease by Landlord or other act or omission of Landlord, nor shall such interruption affect the continuation or validity of this Lease. Landlord shall use good faith efforts to restore, or cause the restoration of, any interruption in such services. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building or the Leased Premises, and to purchase green or renewable energy. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner reasonably approved by Landlord.

8. **MAINTENANCE AND REPAIRS.** Landlord shall maintain the Building, the Common Areas, and any other improvements owned by Landlord located on the Property. If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs.

9. **ADDITIONAL RENT:** All sums to be paid by Tenant to Landlord pursuant to the terms of this Lease, including any sums which Landlord elects to expend on behalf of Tenant in the event Tenant fails to fulfill its obligations under this Lease in a timely fashion, shall be and

hereby are deemed "Additional Rent" and all remedies available to Landlord because of Tenant's failure to timely pay Monthly Base Rent, including the right to dispossess Tenant of the Leased Premises, shall be available to Landlord should Tenant fail to timely pay to Landlord any Additional Rent.

10. **Intentionally Omitted.**

11. **INTEREST:** All sums owed by Tenant to Lessor, if not paid when due, will accrue interest at the rate of 1 1/2% per month, or the highest rate allowed by law, whichever is less, from the due date until paid in full. In the event Lessor gives written notice to Tenant of any sums which are past due, which written notice will not be given earlier than ten (10) days after the due date, then Tenant shall also pay to Lessor a service fee of \$50.00 for each such notice in addition to the amount due and accrued interest.

12. **NO OFFSET:** Annual Base Rent, Percentage Rent and all Additional Rent shall be paid without offset or deduction of any nature whatsoever. Tenant agrees that any claims against Landlord may be pursued only by an independent action against Landlord and that Tenant shall have no right to withhold rent under any circumstances.

13. **SECURITY INTEREST:** Tenant hereby grants to Landlord a security interest in all personal property and fixtures located in or on the Leased Premises to secure the payment of all sums from Tenant to Landlord pursuant to this Lease. This Lease shall serve as a security agreement in accordance with the terms of the Uniform Commercial Code, Minnesota statutes, and Tenant authorizes Landlord to file a Financing Statement to implement the terms of this section.

14. **Intentionally Omitted.**

15. **CONDITION OF LEASED PREMISES:** Tenant hereby accepts the Leased Premises in an "as is" condition unless otherwise set forth in the Addendum hereto. Tenant shall, at its own expense, keep the Leased Premises in neat and clean condition free from rubbish and debris. Tenant shall commit no waste or misuse thereof including wasteful use of Utilities. Tenant shall not overload electrical circuitry, damage or deface the Leased Premises or knowingly do or permit any act which may void or make voidable any insurance on the Leased Premises or the Property. Tenant shall permit no condition to exist upon the Leased Premises which would constitute a nuisance or violation of any Applicable Law, ordinance, or regulation, nor permit any illegal or unlawful acts to occur therein. Tenant shall keep exits free of impediments.

16. **RULES AND REGULATIONS:** Tenant shall comply with all Rules and Regulations established from time-to-time for the Leased Premises and the Property. The Rules and Regulations in force on the Effective Date are attached hereto as **Exhibit B**. Landlord reserves the right to change or issue new rules and regulations as necessary for the safe and efficient operation of the Building.

17. **SIGNS AND WINDOWS:** Tenant shall obtain Landlord's written approval, which may be withheld in Landlord's sole and absolute discretion, prior to erecting any signs on the exterior of the Leased Premises and/or inside the Leased Premises if said interior sign can be seen from the exterior of the Leased Premises or from the exterior of the building in which the Leased Premises is located. The location, style and size of any exterior signs shall be subject to Landlord's prior written approval. Tenant agrees to maintain such signs in first class condition and in compliance with all zoning and building codes, and all other Applicable Law throughout the Term and any extensions thereof. Any other provision in this Lease notwithstanding, Tenant shall indemnify and hold harmless Landlord from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property connected with or arising from any sign installed by or on behalf of Tenant or the rights granted Tenant herein. The obligations of Tenant herein shall survive the expiration or earlier termination of this Lease. Tenant shall not cover any window or obstruct the view from any window without first obtaining Landlord's written approval. Tenant's signage shall comply with the City of Duluth sign ordinance.

18. **LANDLORD'S RIGHT TO CURE DEFAULTS:** If Tenant defaults in the observance or performance of any of Tenant's covenants, agreements, or obligations hereunder, Landlord may, without limiting any other remedies which it may have by reason of such default, after giving Tenant at least ten (10) days advance notice of its intention to do so, cure the default, and charge the cost thereof, including reasonable attorneys' or other professional fees to Tenant together with interest thereon at the rate of one and one-half percent (1 1/2%) per month or the maximum rate allowed by law, whichever is less. Landlord may deduct any sums so expended from the Security Deposit or demand immediate payment from Tenant, or a combination of both. Nonpayment of Monthly Base Rent shall not be subject to this clause.

19. **NOTICE:** All notices and notifications required or permitted under this Lease to be sent from one party to the other shall be in writing and sent by overnight courier (e.g., Federal Express); or personally delivered with a signed receipt from an officer of the recipient; or by United

States certified mail, return receipt requested and postage prepaid; or by email with confirmed receipt to either party as follows:

Landlord: Duluth United LLC  
 c/o Walnut Services Inc.  
 30100 Telegraph Road, Suite 403  
 Bingham Farms, MI 48025  
 Attn: Reggie Brodersen  
 Email: reggie@walnut-inc.com

With a copy to: Titanium Partners, LLC  
 1330 East Superior St.  
 Suite 202  
 Duluth, MN 55805  
 Attn: Brian Forcier  
 Email: bforcier@titaniumpartnersllc.com

Tenant: ISD 709 Duluth Public Schools  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Email: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Email: \_\_\_\_\_

Either party may designate to the other in writing another place of notice.

20. **HOLDING OVER:** Should Tenant continue to occupy the Leased Premises or any part thereof after the expiration or termination of the Term or Option Term, if applicable, whether with or without the consent of Landlord, such tenancy shall be deemed to be a tenancy from month to month only, terminable by either party upon thirty (30) days advance written notice to the other, at a Monthly Base Rent of \$112,124.50 and all other terms of this Lease shall continue to apply to said tenancy.

21. **COMPLIANCE WITH THE LAW:** Tenant, at its sole expense, shall promptly comply with all Applicable Law during the Term and Option Term, if applicable.

22. **ASSIGNMENT:** Tenant may not assign or sublease any of its rights under this lease or any part of the Leased Premises or any interest in either thereof, without the prior written consent of Landlord, which Landlord may withhold at its sole discretion. No such assignment or subleasing, even if consented to by Landlord, shall relieve the Tenant from any of the Tenant's obligations in this Lease nor shall any assignment or transfer of this Lease be effective unless the assignee or sublessee shall, at the time of such assignment or transfer, assume in writing all the terms, covenants and conditions of this Lease to be performed by the Tenant and shall agree in writing to be bound thereby.

23. **ALTERATIONS:** Tenant shall not make any alterations, additions or changes in or on the Leased Premises (other than Minor Alterations) unless it first receives the written consent of the Landlord, which consent shall not be unreasonably withheld. All such alterations, additions or changes shall be at the sole cost and expense of Tenant. Consent shall not be deemed to be unreasonably withheld if the proposed alterations, additions or change would endanger the Leased Premises or the Property structurally or otherwise; would diminish the value thereof; would not be in compliance with applicable laws and ordinances or would violate the provisions of this Lease. Additionally, Landlord may withhold such consent until Tenant has furnished Landlord with a payment and performance bond with a surety satisfactory to Landlord guaranteeing the completion of such alterations, addition or change and payment of all costs thereof or with such other security for the payment of the costs thereof as may be satisfactory to Landlord in its sole discretion. In the event Tenant desires to make any alterations, additions or changes to the Leased Premises, plans and specifications for such alterations, additions or changes shall be prepared and submitted to Landlord for approval prior to any construction. All such alterations, additions or changes shall be at the sole cost and expense of Tenant, but shall become the property of Landlord upon completion. Any change orders, modifications in the original plans and specifications, work to be performed, material to be used or any change in the amount to be expended for any portion of the renovation/improvements shall first be approved by Landlord.

Tenant shall give Landlord written notice, at least fifteen (15) days prior to the commencement of any work (or additional time as may be necessary under applicable law) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. "Minor Alterations" do not require the prior written consent of Landlord and shall mean non-structural alterations that: (i) do not require a building permit; (ii) do not involve demolition of

improvements, (iii) do not affect utility services or Building systems, (iv) are not visible from outside the Leased Premises, (v) do not affect Landlord's insurance coverages for the Building, (vi) do not require other alterations, additions, or improvements to areas outside the Leased Premises, and (vii) the sum of (X) the "hard" construction cost of such Alteration, and (Y) the "hard" construction cost of any other Alterations performed during the immediately preceding period of twelve (12) months without Landlord's consent as contemplated by this Section 23, does not exceed \$20,000. Alterations that are decorative in nature and otherwise would qualify as Minor Alterations and are not permanently affixed to the Leased Premises, or which are removed by Tenant at the end of the lease without requiring more than routine patching and painting, may be made by Tenant and are in addition to the above Minor Alterations and are not included in the \$20,000 12 month limit.

Prior to the Commencement Date, Lessor agrees that Tenant shall be allowed reasonable access to the Premises during construction of the Initial Tenant Improvements to coordinate installation of the Initial Tenant Improvements. Such access shall be subject to all of the terms and conditions of the Lease (including, without limitation, the obligation to obtain and provide evidence of insurance and the payment of any Additional Rent ) except that Tenant shall have no obligation for payment of Annual Base Rent prior to the Commencement Date. Lessor and Tenant shall cooperate in good faith with the scheduling and sequencing of Tenant's performance of the Initial Tenant Improvements with Lessor's performance of any work in the Premises or elsewhere in the Building ("Lessor Work") to minimize interference with the performance of the Initial Tenant Improvements and the and any such Lessor Work; provided, however, that Lessor's performance of the Lessor Work shall take priority in the event of a conflict over Tenant's performance of the Initial Tenant Improvements. Tenant shall use commercially reasonable efforts to perform the Initial Tenant Improvements in a manner to minimize to the extent reasonably practicable interference with Lessor's performance of the Lessor Work.

24. **MECHANICS' LIENS:** Tenant shall not suffer or permit any mechanic's liens to be filed against the Leased Premises or any part thereof or against the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Leased Premises or any part thereof through or under the Tenant. If any such lien shall at any time be filed against the Property, the Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing the same. If the Tenant shall fail to discharge such

lien within such period, then in addition to any other right or remedy it may have Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes, shall be repaid by the Tenant to the Landlord on demand, together with interest at the rate of one and one-half percent (1 ½%) per month or the maximum allowed by law, whichever is less, until repaid. Any sum due to Landlord from Tenant hereunder shall be treated as Additional Rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

In lieu of discharging any such lien as provided above, Tenant may deposit with Landlord a certificate of deposit issued by a bank or other security acceptable to Landlord in its sole discretion, in an amount equal to one hundred fifty percent (150%) of the sum of the amount claimed due on such lien, plus attorney's fees, interest and other sums claimed due therewith. Tenant shall be entitled to all dividends and interest accruing on said deposit. Tenant shall diligently defend against any such lien claim. In the event that any such lien shall be established by agreement between Tenant and the Lienor, or by legal adjudication, Landlord shall be entitled to use so much of the deposit as is necessary to: (a) pay legal counsel hired by Lessor in Lessor's sole discretion to defend Lessor's interests; (b) pursue an action by Lessor under Minnesota Statutes section 514.10 to remove such lien(s), including payment for the cost of a bond as may be required by the court; and/or (c) pay off and discharge such lien, returning any excess to Tenant.

25. **CONDEMNATION:** If during the Term or the Option Term, if applicable, the entire Leased Premises shall be taken as a result of the power of eminent domain, condemnation proceedings or other like proceedings (hereinafter referred to as the "Proceedings") this Lease and all right, title and interest of the Tenant hereunder shall cease and come to an end on the date of taking of possession pursuant to such Proceedings.

If, during the Term or Option Term, if applicable, a portion of but less than the entire Leased Premises shall be taken by such Proceedings, this Lease shall, upon taking of possession pursuant to the Proceedings, terminate as to the portion of the Leased Premises so taken and the Landlord may terminate this Lease as to the remainder of the Leased Premises. Such termination as to the remainder of the Leased Premises shall be effected by a notice to Tenant in writing given not more than sixty (60) days after the date of taking of possession pursuant to such Proceedings,

and shall specify a date not more than sixty (60) days after the giving of such notice as the date of such termination. Upon the date specified in such notice, the Term or Option Term, as the case may be, and all right, title and interest of Tenant hereunder shall cease and come to an end and Tenant shall have no further obligations under this Lease. If Landlord elects not to terminate the lease, said Lease shall continue in full force and effect but the Monthly Base Rent shall be equitably reduced.

Tenant shall be entitled to any part of any award due to it for its damages, if any, made in any Proceedings on account of any taking of the Leased Premises or any part thereof or of the building and to any part of any payment for its damages made in connection with any sale made under threat of condemnation. Tenant shall also, at all times be entitled to maintain any action for and recover any awards for taking of its personal property, its moving expenses or damage to its business. In the event Landlord elects not to terminate this Lease, then Landlord shall repair, reconstruct or restore the remainder of the Leased Premises to its condition immediately prior to such taking, provided, however, that Landlord shall not be obligated to expend more for such repair, reconstruction or restoration than the net amount of any funds received from such condemnation.

26. **DESTRUCTION OF PREMISES:** In the event that the Leased Premises, or any portions thereof, or the Building in which the Leased Premises is located, is damaged or destroyed by fire or other casualty covered by insurance maintained as provided in this Lease, however, or by whomever caused, Landlord agrees to repair, rebuild and restore the Leased Premises to the same good order and condition as existed prior to damage or destruction. The foregoing or anything else herein contained notwithstanding, in performing any such repair, rebuilding or restoration, Landlord shall never be required to expend more than the insurance proceeds available for such purposes. In the event the costs of any such repair, restoration or rebuilding exceed the amount of insurance proceeds available from policies of insurance maintained, and the damage or destruction was caused by the willful or negligent act of Tenant or any person or entity for whose acts or negligence Tenant was responsible, then Tenant shall pay the excess cost of such repair, restoration or rebuilding. If such damage renders the entire Leased Premises unfit for Tenant's normal business purposes, and the Tenant by reason thereof discontinues business in the Leased Premises, then, provided that such damage was not caused by the willful or negligent act of Tenant or any person or entity for whose acts or negligence Tenant is responsible, Monthly Base rent payable by Tenant

hereunder shall be abated for period during which Tenant is unable to operate its business. If such damages renders only part of the Leased Premises unfit for Tenant's normal business purposes, Monthly Base Rent shall be apportioned on the ratio that the area rendered unfit bears to the entire area of the Leased Premises and the proportion thereof applicable to each part of the Leased Premises upon which Tenant discontinues its business operations shall be abated for the period during which such part is not fit for Tenant's normal business purposes and during which Tenant discontinues such business operations.

Notwithstanding any of the above to the contrary, Landlord may elect not to rebuild the Leased Premises, in which event it shall notify Tenant within sixty (60) days of its said intent and shall forthwith terminate the Lease effective thirty (30) days following said notice, and thereafter neither party shall have any obligation to the other as a result of this Lease.

27. **ESTOPPEL CERTIFICATE:** Tenant agrees, at any time and from time to time upon not less than ten (10) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord or to any other person or entity requested by Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that this Lease is in full force and effect as modified and stating the modifications), the date to which the rent has been paid in advance, if any, whether or not (to the best knowledge of Tenant) Landlord is in default on the performance of any covenant, agreement or condition contained in this lease and, if so, specifying each such default of which Tenant may have knowledge, and such other or further information as may be requested by any prospective purchaser or lender with respect to the Leased Premises, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Leased Premises, assignee of Landlord's interest in this Lease or any mortgagee of the Leased Premises or any assignee of any mortgage.

28. **INDEMNITY:** Tenant agrees to indemnify and save harmless Landlord from and against any and all claims, liabilities, losses, damages, causes of action or expenses (including without limitation reasonable attorneys' fees) of whatsoever kind of nature imposed on or incurred by or asserted against Landlord and in any way relating to or arising out of: (a) the possession, use or condition of the Leased Premises or any part thereof or any occurrence thereon; (b) the conduct or management of any work or thing whatsoever done in or about the Leased Premises; or (c) from any intentional or negligent act or omission of Tenant or any person for whose acts or omissions

Tenant is responsible. However, Tenant's indemnity obligation does not apply if any claims, liabilities, losses, damages, causes of action or expenses (including without limitation reasonable attorneys' fees) arise in whole or in part from Landlord's negligence or breach of this Lease by Landlord or other acts or omissions of Landlord.

29. **RIGHT OF ENTRY:** Landlord shall have the right, at all reasonable times, to enter and inspect the Leased Premises and to perform any repairs which are deemed by Landlord to be reasonably necessary for the protection and maintenance of the Leased Premises if Tenant fails to make such repairs. Any sums expended by Landlord in making any such repair shall be Additional Rent and will be due and payable to Landlord by Tenant immediately upon demand by Landlord. During the last six (6) months of the Term or Option Term, as applicable, Landlord may show the Leased Premises for rent and display any signs it deems necessary therefore. Landlord shall have the right, at any time, to enter the Leased Premises to show it to a prospective buyer or mortgagee. Notwithstanding anything to the contrary set forth in this Section 29, Landlord and Tenant acknowledge and agree that Landlord may need access through that certain portion of the Premises as depicted on Exhibit A attached hereto (the "Landlord Access Area") to certain utility rooms service the Building (collectively, the "Utility Rooms"). The Utility Rooms contain certain electrical telecommunications equipment required for the efficient operation of the Building. Landlord (but not other tenants or occupants of the Building) shall have access to the Utility Rooms through the Landlord Access Area on an as needed reasonable basis. Except in the event of an emergency, Landlord shall provide Tenant no less than one (1) business day prior notice of such need for access (which may be via email).

30. **DEFAULT:** If, during the Term or Option Term, if exercised, (a) the Tenant shall make an assignment for the benefit of creditors, or (b) a voluntary or involuntary petition be filed by or against tenant under the Bankruptcy Act of the United States or any state or federal statute similar thereto, and the same is not dismissed within sixty (60) days, or the Tenant be adjudged insolvent or a bankrupt pursuant to an involuntary petition, or (c) a receiver or trustee be appointed for the property of the Tenant or (d) any department of the state or federal government, or any officer thereof duly authorized, shall take possession of the business or property of the Tenant, or (e) if, under the Bankruptcy Act, Tenant continues in possession without the appointment of a receiver or trustee, then the occurrence of any such event shall be deemed a breach of the Lease. This Lease shall ipso facto upon the happening of any of said contingencies, be at the option of

the Landlord, terminated and the same shall expire as fully and completely as if the day of the happening of such contingency were the date herein specifically fixed for the expiration of the initial term or any renewal term, and the Lessee will then quit and surrender the Leased Premises.

If the Tenant shall fail to pay when due any Annual Base Rent or any other sum reserved to Landlord hereunder, or any part of the same; or if Tenant shall fail to perform any non-monetary duty, obligation or requirement and such default shall continue for fifteen (15) days after written notice thereof by the Landlord, or, if such non-monetary default is of a nature as to reasonably require more than fifteen (15) days to cure and Tenant does not diligently pursue such cure or if there are two (2) or more defaults by Tenants pursuant to this Section 30 during any Lease Year, then any and all of the same shall be an event of default. Upon the occurrence of an event of default, the Landlord or the Landlord's agents and servants, in addition to any other remedy or remedies available to Landlord at law, in equity or hereunder, may immediately or at any time thereafter re-enter the Leased Premises and remove all persons and all or any property therefrom either by summary dispossession proceedings or by any suitable action or proceeding at law, and repossess and enjoy said Leased Premises together with all additions, alterations and improvements, and terminate this Lease and Tenant shall remain fully liable hereunder for all rent and other payments and performances hereunder during the balance of the Term or the Option Term, if applicable. In the event that the Term or Option Term, if applicable, shall terminate as provided herein before the expiration date originally fixed, or in the event Tenant is dispossessed or removed from the Leased Premises by summary proceedings or otherwise (other than taking under power of eminent domain), Landlord, at its option, may elect from time to time to rent the Leased Premises or any part thereof in its own name, or for account of Tenant for the residue of the Term or for a longer period of which said residue is a part, or for a shorter period or periods, at such rentals and upon such terms as Landlord deems best, and may receive rents therefore applying any monies collected for the residue of such term, first to the payment of such reasonable expenses to which Landlord may have been put to obtain possession and re-rent the Leased Premises and, second, the balance of the net amount of this Lease. In the event of a reletting of the Leased Premises, Tenant agrees to pay Landlord as damages for such breach (notwithstanding any entry or re-entry by Landlord, whether by summary proceedings, termination or otherwise) any excess of amounts payable as rent which under the terms of this Lease would become due if this Lease had not been terminated, over the net amount of the rents which shall be collected and

received by Landlord as provided above for the Leased Premises during the residue of such term. Such damages shall be paid in equal monthly payments on the rent payment dates provided by the Lease as the amount of such excess shall from time to time be ascertained.

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any rights or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder whether now or hereafter existing at law or in equity or by statute.

The failure of the Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. In addition to the other remedies in this Lease provided, the Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation of the covenants, conditions or provisions of this Lease.

In the event Tenant cures any default within the time specified above, this Lease shall be reinstated with the same force and effect as if no default had occurred.

If Landlord or any of its officers, directors, trustees, beneficiaries, agents, affiliates or employees shall be made a party to any litigation commenced by or against Tenant and are not found to be at fault, Tenant shall pay all costs, expenses and reasonable attorneys' fees incurred by Landlord or any such party in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred by Landlord in successfully enforcing this Lease.

If Landlord commences any detainer suit, summary proceedings or other action seeking possession of the Leased Premises, Tenant agrees not to interpose any counterclaim, claim for set-off, recoupment or deduction of rent, or other claim seeking affirmative relief of any kind, whether by consolidating actions or otherwise except compulsory counterclaim which Tenant would forfeit if not so interposed.

31. **SUBORDINATION:** This Lease shall at the option of Landlord either be subject and subordinate or prior and superior to any mortgage that now or may hereafter encumber the Leased Premises and to any renewal, modification, consolidation, replacement, and extension of any such mortgage. Within five (5) business days after receipt thereof, Tenant shall sign any instrument subordinating or acknowledging the priority of the interest of Tenant under this Lease

to the lien of such mortgage as Landlord or the mortgagee may at any time desire, and Tenant shall duly comply with all of the provisions of any mortgage affecting the Leased Premises, except the payment of interest and principal there under, provided and on condition that the mortgagee shall recognize the validity of this Lease and shall not interfere with Tenant's occupancy and possession so long as Tenant is not in default of any of its obligations hereunder. Tenant also agrees to execute a short form of this Lease if so requested by Landlord. Any costs of recording said short form lease shall be the responsibility of Landlord.

32. **QUIET ENJOYMENT:** If Tenant pays the rents and other amounts herein provided and observes and performs all covenants, terms and conditions, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term or Option Term, if applicable, without interruption by Landlord or any person or persons claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease.

At the termination of this Lease, by lapse of time or otherwise, Tenant shall return the Leased Premises in as good condition as when Tenant took possession excepting only ordinary wear and/or tear and damage or destruction which is covered by insurance.

33. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

34. **MISCELLANEOUS:** The headings incorporated in this Lease are for convenience in reference only and are not a part of this Lease and do not in any way limit or add to the terms and provisions hereof.

Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be in any way responsible for the debts or obligations of Tenant or anyone occupying all or part of the Leased Premises.

It is understood that there are no oral agreements between the parties hereto, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto.

Any fee due or allegedly due any broker or agent shall be paid by the party who initially retained said broker or agent unless agreed to otherwise in writing signed by all parties hereto.

All of the covenants, conditions and agreements herein contained shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Landlord and Tenant both agree and acknowledge that they have read this Lease and reviewed it with their respective legal counsel and, as such, there shall be no presumption of construction for or against either party.

35. **FORCE MAJEURE:** Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete an act, matter or thing, the time shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, declaration of national emergencies, acts of God, declaration of State of Minnesota emergencies, pandemics or other causes beyond such party's reasonable control (financial inability excepted); provided, however, nothing contained in this Article shall excuse the Tenant from the prompt payment of any rent or other charge required hereunder except as may be expressly provided elsewhere in this Lease.

36. **ATTORNTMENT AND NON-DISTURBANCE:** If the Leased Premises is encumbered by a mortgage and the mortgage is foreclosed, or if the Leased Premises is sold pursuant to foreclosure or by reason of a default under a mortgage, the following shall apply notwithstanding the foreclosure, the sale or the default: (a) Tenant shall not disaffirm this Lease or any of its obligations under this Lease; and (b) at the request of the applicable mortgagee or purchaser at the foreclosure sale, Tenant shall attorn to the mortgagee or purchaser, provided that such mortgagee or purchaser agree not to terminate this Lease so long as Tenant shall continue to perform all of its obligations hereunder and pay all amounts due.

37. **WAIVER OF SUBROGATION:** Landlord and Tenant hereby release each other from all claims, liability or responsibility for loss or damage to property covered by valid and collectible insurance, unless this waiver is prohibited by such insurance. This release applies not only to liability and responsibility of the parties to each other, but shall also extend to liability and responsibility for anyone claiming through or under the parties by way of subrogation or otherwise.

This release shall not apply to loss or damage unless the loss or damage occurs during the times the fire or extended coverage insurance policy contains a clause or endorsement to the effect that any release shall not adversely affect or impair the policies or prejudice the right of the party to recover hereunder. The parties hereto agree that any policies covering the Leased Premises or its contents shall include this clause or endorsement.

38. **ENVIRONMENTAL MATTERS:** Tenant agrees that it will not transport, store, use, generate, treat and/or dispose of any toxic or hazardous substance in or on the Leased Premises or the Building. Tenant will immediately comply with all environmental laws, rules, regulations or ordinances, and will promptly notify Landlord in connection therewith of any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority; and demands or claims made or threatened by any party relating to any loss or injury; any release, discharge or nonroutine, improper or unlawful disposal or transportation of any toxic or hazardous substances on or from the Leased Premises or Building.

Tenant will absolutely indemnify, defend and hold Landlord harmless from any loss, damage, cost, expense (including attorney fees) arising out of or in any manner related to any toxic or hazardous substance in or about the Leased Premises, or any environmental law, rule, regulation or ordinance applicable thereto, but this obligation of Tenant does not apply to any toxic or hazardous substance or violation of law, rule or regulation or ordinance which existed before Tenant's occupancy.

For the purposes of this lease the term "toxic or hazardous substances" shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body have jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation of any material safety data sheet or the like.

Tenant shall immediately comply with all recycling, sanitation and/or health laws, ordinances, rules and regulations imposed by any federal, state or local governing or regulatory body or by Landlord in fulfillment of any such law, ordinance, rule or regulation.

39. **PEST CONTROL:** If requested by Landlord, Tenant shall use, at Tenant's sole cost and expense, such pest and rodent extermination contractor as Landlord may direct and at such intervals as Landlord may require.

*[end of text; signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:  
DULUTH UNITED LLC

\_\_\_\_\_  
By: Robert Hess  
Its: Managing Member

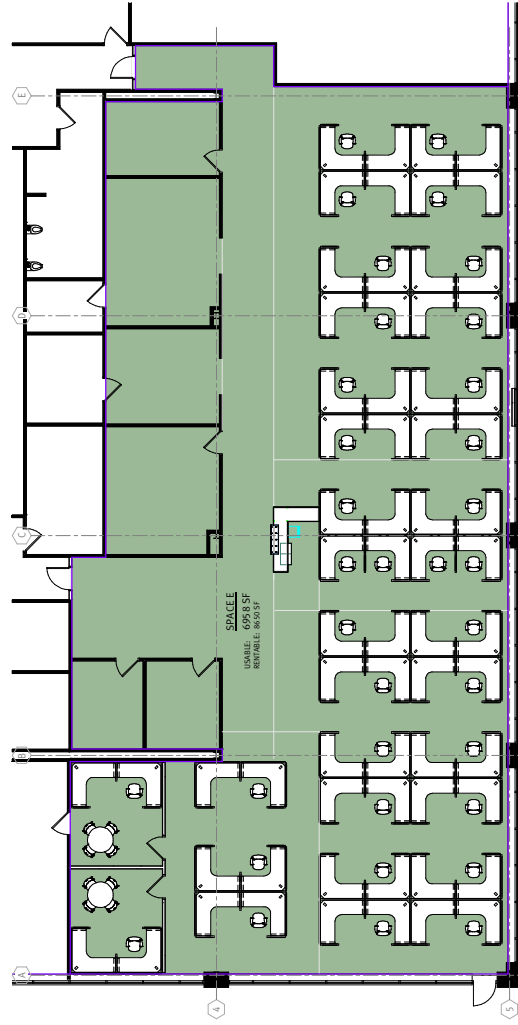
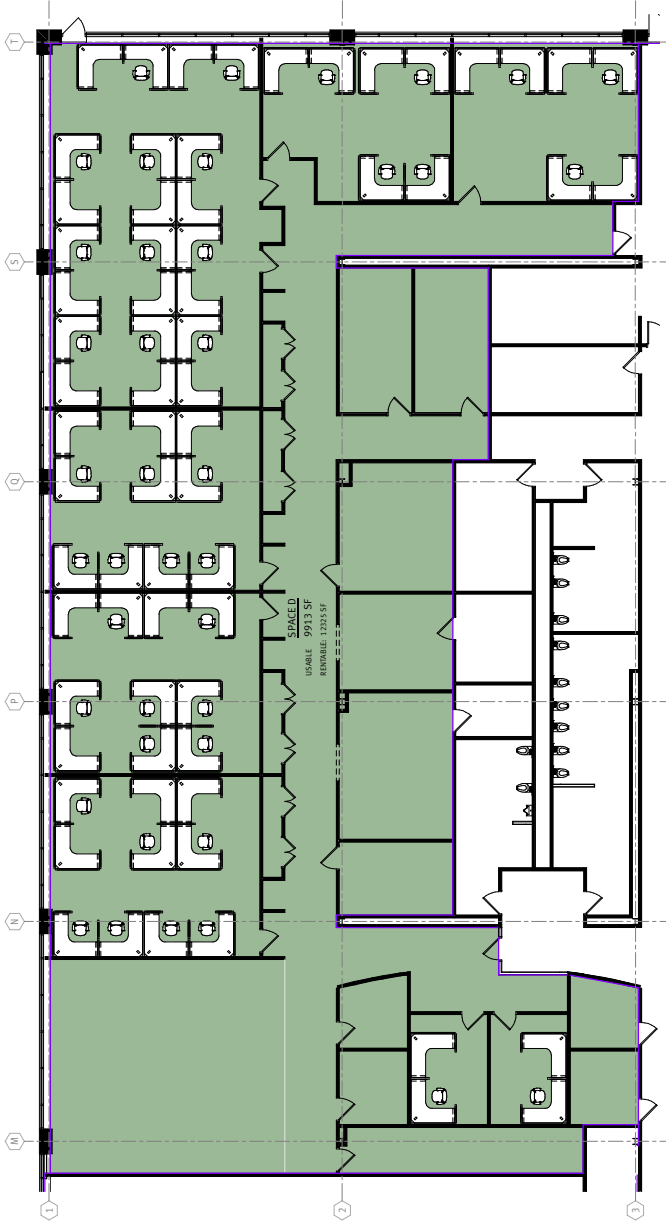
TENANT:  
ISD 709 DULUTH PUBLIC SCHOOLS

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

**EXHIBIT "A"**  
**LEASED PREMISES**

(see attached)

# EXHIBIT "A" LEASED SPACE ISD 709 - UNITED



LEASE SPACE D  
118' x 110'

LEASE SPACE E  
118' x 110'

**EXHIBIT "B"****RULES AND REGULATIONS**

1. All signs, displays, advertisements, and notices of Tenant so approved by Landlord shall be maintained by Tenant in good and attractive condition at Tenant's expense and risk.
2. No awning or other projections shall be attached to the outside walls of the Leased Premises or the building of which they form a part without, in each instance, the prior written consent of Landlord.
3. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Landlord.
4. All garbage and refuse shall be kept in the kind of container in accordance with law and as specified by Landlord, and shall be placed outside of the Leased Premises, prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, tenant shall use the same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant.
5. No radio or television transmitters or other similar transmitting device shall be installed without, in each instance, Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Leased Premises, or on the grounds without, in each instance, the prior written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time. This paragraph does not apply to wifi or similar transmissions which do not interfere with the operations of Landlord or any other tenants.
6. No loud speakers, television sets, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
7. No auction, fire bankruptcy or selling-out sales shall be conducted on or about the Leased Premises without the prior written consent of Landlord.
8. Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
9. The outside areas immediately adjoining the Leased Premises shall be kept clean by Tenant and Tenant shall not place or permit any obstructions in such areas.
10. Tenant and Tenant's employees shall park their cars only in the parking lot adjacent to the Building which is shared on a first come first serve basis with the other Building tenants, designated for that purpose by Landlord. Tenant shall endeavor to furnish Landlord the State automobile license number assigned to Tenant's car or cars and the cars of Tenant's

employees within 5 days after taking possession of the Leased Premises and shall thereafter endeavor to notify Landlord of any changes within 5 days after such changes occur.

11. Tenant shall use at Tenant's cost such pest extermination contractors as Landlord may direct and at such intervals as Landlord may require, provided the cost thereof is competitive to any similar service available to Tenant.
12. Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the Leased Premises.

## R E S O L U T I O N

***RE: Termination of Certified Probationary (Non-Tenured) Staff***

**WHEREAS**, during the first three years of consecutive employment all teachers in the public schools in cities of the first class are deemed to be in a probational period of employment during which period the School Board may renew, or not renew, any teachers' annual contract as the School Board shall see fit. The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as a placement teacher and visiting teacher.

**NOW, THEREFORE, BE IT RESOLVED** by the School Board on Independent School District No. 709, St. Louis County, Minnesota, as follows:

1. The employment contracts of the following probationary teachers shall not be renewed and their employment shall terminate at the end of the school day on June 11, 2021, unless another date is indicated below, in which case the employment of the particular teacher shall terminate on that date.

Lavonne Bellanger  
Stephanie Lorek  
Susan Spaeth

2. **BE IT FURTHER RESOLVED** the Clerk of the School Board shall notify such teachers in writing before July 1, 2021, of the termination of their employment.

## **RESOLUTION**

### **Duluth District-Wide Instructional Administrators' Association**

***RESOLVED***, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Duluth District-Wide Instructional Administrators' Association, a summary of which has been provided electronically to all School Board members, be approved and adopted for the period of August 1, 2020 to July 31, 2021, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District

\*Placeholder

**Resolution #HR-6-21-3815  
June 15, 2021**

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA

and

DULUTH DISTRICT-WIDE INSTRUCTIONAL  
ADMINISTRATORS' ASSOCIATION

EFFECTIVE DATES

August 1, 2020  
to  
July 31, 2021



# AGREEMENT

Between  
Duluth District-Wide Instructional Administrators' Association

And

Independent School District No. 709  
St. Louis County, Minnesota

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## AGREEMENT

Between  
**Duluth District-Wide Instructional Administrators' Association**

and

**Independent School District No. 709  
 St. Louis County, Minnesota**

**THIS AGREEMENT**, entered into this 15th day of June 2021, by and between the Duluth District-Wide Instructional Administrators' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

### ARTICLE I

#### Recognition

The School District formally recognizes the Duluth District-Wide Instructional Administrators' Association as the exclusive bargaining representative for all instructional administrators who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding superintendents, assistant superintendents, building-based licensed administrators, education directors, business administrators and confidential employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

The unit, as presently constituted, is made up of employees who had been represented previously by two (2) different bargaining units, each of which had a contract with the District. Each contract contained conditions of employment and benefits unique to that unit. Certain of the historical bargaining bases and philosophies that were reflected in the differing contract provisions are preserved in this contract. The method selected to preserve some of the contract provisions is to divide the unit into two (2) groups, A and B. Appendix A lists the position titles by the group to which the positions are assigned.

### ARTICLE II

#### School District And Association Rights

**Section 2.1 - School District Rights:** It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars, except as limited by the terms of this Agreement or by applicable federal and state laws.

**Section 2.2 - Vacant, New & Changed Positions:** When a vacancy occurs in an administrative position or when a new administrative position occurs, notice of such will be mailed to the President of the Association or his/her designee at least ten (10) days prior to the date applications for each are accepted. Any newly created administrative positions determined to be within the appropriate bargaining unit will be assigned to Group A or Group B and will be placed on the Administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position within

ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

In the event the District significantly increases the position responsibility of a position in the unit, the following procedure shall be followed:

**Level 1:** A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Human Resources Director or his/her designee. The Human Resources Director or his/her designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within ten (10) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and supervisor.

**Level 2:** If the employee or unit does not agree with the Level 1 decision a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee shall be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position in question for reclassification.

Reclassifications are effective thirty (30) days prior to date of applications receipt in the Human Resources Department. Should the Superintendent remove duties, the employee will be compensated thirty (30) days prior to application's receipt in the Human Resources Department.

**Section 2.3 - Validity or Conformity to Law Clause:** If any provision of this Agreement is or shall at any time be contrary to law or the District's affirmative action policy, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

**Section 2.4 - Savings Clause:** In the event that any provision of this Agreement is or shall at any time be contrary to law or affirmative action policy, all other provisions of the Agreement shall continue in effect.

**Section 2.5 - Association Dues & Fair-Share Fees:** Upon receipt from the Association of its membership list, the School District shall deduct from the salary of each member annual dues not to exceed two (2) installments per year.

In the event the Association finds it necessary to make a special assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or his/her representative as designated by the Association President. The withholding of such assessment shall be on a schedule determined by the membership.

**Section 2.6 - Matters Not Covered:** This Agreement represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

**Section 2.7 - Probation & Discipline:** Upon initial appointment to a position in the unit regarding a license, there shall be a two (2) year probationary period for individual appointments for individuals having teacher tenure in the District. During this probationary period the employment of the administrator may or may not be continued as the School Board shall see fit, whereupon, in the latter case, the administrator shall have the right to return to his/her previous position or to a position equivalent to the one held prior to

the appointment to the unit, provided a position exists for which the administrator is appropriately licensed and the Administrator has sufficient seniority to claim the position.

Administrators appointed to a position in the unit requiring licensure who do not have teacher tenure in the District will have a probationary period of three (3) years during which period the administrator's employment may or may not be continued as the School Board shall see fit.

Administrators appointed to positions in the unit, which do not require licensure will have a probationary period of one (1) year during which period the administrator's employment may or may not be continued, as the School Board shall see fit.

Any administrator who is not serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, and who has completed the probationary period set forth above, shall not be terminated, suspended or demoted (excluding demotions due to budgetary demotion) after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to grieve the action taken in accordance with the procedure set forth in Article VII hereof. The District may discharge, suspend (with or without pay) or demote at the time of such notice, and the action taken shall continue in effect unless reversed or altered through the grievance procedure or any ensuing arbitration.

Any administrator who has completed the probationary period and who is serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, shall be discharged, suspended, or demoted in accordance with the provisions of that statute.

### ARTICLE III

#### Terms And Regulations Of Employment

**Section 3.1 - Definition of the Work Year:** The number of weeks to be worked are specified in the salary schedule as set forth in Appendix A.

**Section 3.1.1 - Holidays (Group A):**

A. Administrators on a fifty-two (52) week work contract shall have ten (10) paid holidays per year as follows:

New Years' Day	Teachers' Convention day in October
Presidents' Day	Thanksgiving Day and the day
Memorial Day	after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

B. 1. Administrators who work less than a full year contract shall have as holidays:

Labor Day  
 Teachers' Convention Day in October  
 Thanksgiving Day and the day after Thanksgiving  
 Presidents' Day  
 The Spring Recess Week the same as teachers  
 Memorial Day  
 Independence Day is a day off without reduction in compensation  
 If the administrator is scheduled the day before and/or after

(Note: The winter recess is not paid holiday time.)

2. Consistent with the teachers' contract work year, these administrators are to work the equivalent of two (2) school days to be scheduled for evening and/or other non-duty hours for fall and spring conference/counseling. Administrators who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the scheduled tasks to be agreed upon by the unit member and the immediate supervisor.
3. In the event teachers may be required to perform duties on other days or days in lieu of scheduled work days as provided in the official school calendar due to emergencies including energy conservation, administrators will also be required to adjust their annual work schedule accordingly without change in compensation. Strikes will not be considered an emergency closing.

**Section 3.1.2 - Holidays (Group B):** All employees under this agreement shall receive ten (10) paid holidays as follows:

- New Years' Day (if the administrator is scheduled to work the day before and/or after)
- President's Day
- Memorial Day
- Independence Day (if the administrator is scheduled to work the day before and/or after)
- Labor Day
- Teachers' Convention Friday in October
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve Day (if the administrator is scheduled to work the day before and/or after)
- Christmas Day (if the administrator is scheduled to work the day before and/or after)

Presidents' Day and Teachers' Convention Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as workdays, in which case the employee shall receive an extra day(s) of vacation in lieu thereof.

**Section 3.1.3 - Vacation Days (Group A):**

A. Fifty-two (52) week employees: (Prorated based on effective date and FTE.)

- First Year 11 Days
- After 1 Year 16 Days
- After 4 Years 20 Days
- After 6 years 21 Days
- After 7 Years 22 Days
- After 8 Years 23 Days
- After 9 Years 24 Days
- After 10 Years 25 Days
- After 15 Years 27 Days
- After 25 Years 30 Days

Administrators assigned to work less than fifty-two (52) weeks per year do not accrue and are not entitled to take vacation.

**Section 3.1.4 - Vacation Days (Group B):**

A. Fifty-two (52) week employees – Prorated based on effective date and FTE

- First Year 11 Days
- After 1 year 16 Days
- After 4 years 20 Days
- After 6 years 21 Days
- After 7 Years 22 Days
- After 8 Years 23 Days
- After 9 Years 24 Days
- After 10 Years 25 Days
- After 15 Years 27 Days
- After 25 Years 30 Days

B. Less than fifty-two (52) week employees – Prorated based on weeks of work and FTE – Same as above, just prorated by weeks of work and FTE.

Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined above except that vacation pay may be pro-rated in accordance with the number of weeks actually worked. Employees working in positions calling for a fifty-two (52) week work year and who are eligible for a two (2) week vacation may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. Request to accrue vacation in this regard must be made in writing prior to November 1 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

**Section 3.2 - Summer School Administrative Positions:** Summer school administrative positions may be granted to members of the bargaining unit and/or persons from outside the unit at the sole discretion of the School Board. Furthermore, the rate of compensation for such work shall also be established by the School Board at its sole discretion. The President of the DDWIAA Unit will be notified of any summer school openings so that members of this unit may apply.

Administrators working less than a fifty-two (52) week work year assuming summer school positions shall have the option, subject to concurrence of the Superintendent or his/her designee, of either adjusting their work year, if need be, in order to avoid overlapping or pyramiding of compensation or being paid at one's regular rate in lieu of summer school pay for any portion of overlapping employment.

**Section 3.3 - Weeks Beyond Regular School Year (Group A):** Weeks worked beyond the regular thirty-eight (38) week school year shall be distributed at the discretion of the Superintendent of Schools except that such weeks shall be contiguous to the regular school year. Nothing, however, prohibits an individual administrator and the Superintendent from agreeing to a different distribution of weeks than has been established for administrators in the unit.

**Section 3.4 - Adjustment in Work Year (Group A):** Administrators on less than a full year contract may, with the Superintendent's approval, adjust their contract year in order to allow for time off during the normal contract year.

An administrator shall receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond his/her contract year provided the Superintendent gives written approval for such services to be performed before such services are initiated. All services which are related to the normal preparation of a department preceding a school year, including interviewing time, shall not be considered services for which any form of additional compensation is paid.

**Section 3.5 - Advancement Through the Salary Schedule:** Administrators covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year, effective August 1, of service in the School District, except that administrators who begin their service in a position within the unit after one-half of the work year for their position has passed will receive no increment the following year.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated administrative position within the unit in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of his/her contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

**Section 3.6 - Placement on the Salary Schedule:**

A. **(Group A)** - Determination of the class (pay level) for new administrative positions will be determined pursuant to the District's job evaluation methodology.

Placement on an appropriate step of the salary schedule for administrators selected from outside of the unit will be determined by agreement between the individual and the School District. The unit will be notified of the salary placement.

If an employee is placed in a different class of pay on the pay schedule, he/she will be initially placed at a negotiated pay step.

Placement on the salary schedule of positions subject to reclassification will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such position, such matters in dispute will be submitted to a classification committee consisting of three (3) members; the Director of Business Services or his/her designee, one (1) member from the bargaining unit (who do not participate on the unit's committee which governs such classification matters) and a third member mutually agreed upon by the above two (2) representatives. The classification committee decision shall be final and binding upon all parties.

- B. **(Group B)** - Placement on an appropriate step of the salary schedule for administrators selected from outside or inside the unit will be determined at the time of initial appointment by agreement between the individual and the School District.

**Section 3.7 - Transfers:**

- A. **(Group A)** - Should an involuntary transfer become necessary, the administrator and the Association shall be notified and be given reason in writing for such transfer by July 1 preceding the contract year in which the transfer will occur. In addition, a copy of the job description for the position into which the administrator will be transferred will accompany the notice to the administrator and the Association. No transfers will be made after June 1 unless the administrator under consideration for transfer agrees to transfer.

No loss of salary shall be suffered by an administrator as a result of a transfer. Demotions shall not be considered a transfer.

- B. **(Group B)** - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

**Section 3.8 - Salaries:** The salaries of the administrators covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

**Section 3.9 - Lay-Off Policy for Group A Positions:** In the event of financial needs or administrative reorganization it is necessary to discontinue certain administrative positions, the provisions of Minnesota Statute 122A.41 shall be utilized in determining the individuals to be laid off or demoted except that:

- A. In the absence of a specific licensure requirement from the state for a given position in the unit, the District may require that a person desiring to bump into that position must meet the minimum requirements as called for by the District when the position was last advertised. If the position has changed since it was advertised or the position is new, the person desiring to bump into it must meet the qualification requirements as established by the District in the new or revised job description on file for the position.
- B. An administrator, having been laid off, shall have re-employment rights for a period of four (4) school years following lay-off. Re-employment shall be in reverse order of lay-off provided, in all cases, the administrator meets the qualification requirements then existing for the position for which re-employment is sought.

If a position becomes available for a qualified administrator on lay-off, the School District shall mail notice of the availability of the position to qualified administrators on lay-off. Mailing shall be by certified mail sent to the address on file with the District. Administrators shall have ten (10) days from the date of mailing of such notice to file written acceptance of the re-employment. Failure to accept re-employment in writing within such ten (10) day period shall constitute waiver on the part of the administrator to any further rights of re-employment or reinstatement, and the administrator shall forfeit any future reinstatement or re-employment rights; provided, however, that an administrator who has been laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of his/her re-employment rights. If re-employment is offered, the administrator must return to employment with the District not later than the commencement of the next school year. An administrator who accepts an offer of re-employment to a part-time position pursuant to this paragraph and who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish his/her right to reinstatement into a full-time position based on his/her seniority and qualifications during the four (4) year period referred to herein.

An administrator, when placed on lay-off, shall file his/her name and address with the School District Human Resources Department and any notice of reinstatement or availability of position shall be mailed to that address. It shall be the responsibility of an administrator on lay-off to provide for forwarding of mail and to give notice of changes of address. Failure of a notice to reach an administrator shall not be the responsibility of the School District, if any notice has been mailed in accordance with this paragraph.

- C. Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

**Section 3.10 - Lay-Off Policy for Group B Positions:** In the event of declining enrollment or administrative reorganization it is necessary to discontinue certain positions, administrators shall be laid off in the inverse order in which they were employed by the School District in an administrative position. Period of service shall not be interrupted while an administrator is on an approved leave of absence.

An administrator in Group B laid off shall be entitled to bump into another Group B administrative position in the bargaining unit provided the administrator being displaced has a shorter period of service and provided the administrator desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed position, through the new or revised job description on file for the position.

An administrator on layoff shall have re-employment rights to an administrative position in Group B that becomes open if the administrator meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions through the new or revised job description on file for the position.

An administrator having been laid off shall have re-employment rights for a period of four (4) school years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the administrator is qualified for the administrative position for which re-employment is sought.

Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

**Section 3.11 - Tort/Liability Protection:** The School District agrees, subject to the provisions of state statute that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against the member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

## **ARTICLE IV**

### **Leaves Of Absence**

**Section 4.1 - Leaves of Absence Without Pay:**

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

1. **Military:** Leaves of absence shall be granted to any administrator who shall be inducted for military duty any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes §192.261.
2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the contract year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

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

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

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. **Group A - Study Leave:** Leaves of absence shall be granted, with the approval of the Superintendent, for a full time program of study related to the administrator's licensed field. Application for such leave is to be made by April 1 for the following contract year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full contract year, provided application is made by April 1 for the following contract year. The number of such leaves shall be not more than two (2) employees in any one (1) contract year. To qualify for such leave, an employee must have five (5) years experience with the School District, and an employee cannot repeat such leave within a five (5) year period.

**Group A & Group B - Leave of Absence Without Pay:** At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

4. Medical leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his or her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
  5. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.
  6. Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.
- B. Upon termination of his/her leave of absence and return to the School District, the employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, §192.261 are complied with
  2. Medical and parental leave of absence less than eighty (80) working days in any school year
  3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries
  4. Federal, foreign or military education programs
- C. Any administrator on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums quarterly in advance to the School District.

**Section 4.2 - Group A - Personal Leave Day:** Two (2) personal leave days will be granted each year to be used at the discretion of the administrator under the following guidelines:

1. A written request shall be submitted to an employee's supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the administrator will assume the responsibility in such an emergency of notifying the building principal or other immediate supervisor at the earliest possible time.
3. Deduction for personal leave shall be from accumulated sick leave.
4. An administrator may accumulate one (1) unused personal leave day; however, no more than one (1) unused personal leave day may be carried over from any one contract year to the next contract year.
5. Administrators who are entitled to the vacation benefit shall not be eligible for personal leave days.

**Section 4.2.1 - Group B - Special Leave:** One (1) day special business leave per year may be granted to each employee covered by this Agreement, if approved by the Human Resources Director. Application may be made following the use of such day only in the case of a special business emergency. Leaves denied may be deducted from earned vacation.

A special business leave day will be deducted from vacation time for those who have more than two (2) weeks vacation allowed. However, the Human Resources Director prior approval is not necessary for employees who have the leave deducted from vacation time.

**Section 4.3:** Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the District of the administrator on leave. This provision shall also apply to leaves with pay.

**Section 4.4 - Leaves of Absence With Pay:**

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Administrators may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave.**
1. **Yearly Allowance:** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year. **Cumulative Plan:** Unused sick leave shall accumulate to a maximum of two hundred thirty (230) days.
  2. Holidays which occur during absence on account of personal illness, death in family or family leave shall be compensated for and shall not be deducted from sick leave.
  3. **Sick Leave Bank:** A committee consisting of two (2) administrators appointed by the Association and two (2) members appointed by the Superintendent, one (1) of whom shall be the Human Resources Manager who shall act as chairperson and the other an administrator not a part of the bargaining unit, shall adopt rules and regulations covering the sick leave bank which is to be administered by the Human Resources Manager. The rules and regulations shall provide for a means to assess members of the unit sick leave days to be put into the bank and means to maintain a minimum balance therefore. Eligible employees may use the sick leave bank following the exhaustion of yearly and accumulative sick leave credited to their personal account and prior to the date they would be eligible to receive benefits under the long-term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they would be eligible to receive benefits under the long-term disability program or any time thereafter for any illness or injury. The maximum number of days that may be withdrawn by any employee shall be one hundred eighty (180).
- D. **Death in Family Leave:**
1. Full pay for absence not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the City of Duluth shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
  2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
  3. Definition of "***family***" under death in family allowance shall constitute members of the immediate family of an employee, or their spouse, and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
- E. **Jury Duty:**
1. When an administrator is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
  2. The administrator will receive his/her regular contractual salary while on jury duty, with jury pay, less documented expenses, surrendered to the School District.

- F. **School-Related Injuries:** An administrator who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the administrator's accumulated sick leave.
- G. **Family Leave:**
1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
  2. "Family" shall constitute members of the immediate family of an employee, or their spouse, and for purposes of this regulation shall include parent, stepparent, sibling, , adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories.
  3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

## **ARTICLE V**

### **Insurance**

**Section 5.1 - Medical Insurance:** The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance, and for group dental insurance as is paid by the District for such coverage for the teachers of the District.

**Section 5.2 - Group A & B Long-Term Disability Insurance:** The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

**Section 5.3 - Group Term Life Insurance:** Group term life insurance in the face amount of fifty thousand and no/100th dollars (\$50,000.00) will be provided for each employee in the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of 100 thousand (\$100,000) can be purchased in increments of \$10,000 and dependent life insurance will be made available at the employee's cost.

**Section 5.4:** In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, during the period of August 1, 2017, through July 31, 2020, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, retirement-severance (only as it pertains to the content of Section 8.2 and Section 8.5), legal, sabbatical leaves, physical exams, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

## **ARTICLE VI**

### **Travel**

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. **In-District Travel.** For administrators authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. **Out-of-District Travel.** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R). Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of administrators or the role of the exclusive representative of administrators in the meeting and negotiation process.

## **ARTICLE VII**

### **Grievance Procedure & Arbitration**

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

#### **Section 7.1 – Definitions:**

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

**Section 7.2 - Representation Rights:** The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

#### **Section 7.3 - Procedure:**

***Step I:*** The aggrieved employee shall present his/her grievance in writing to the Human Resources Director within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Director and notify the aggrieved employee, his/her designated representative and the Association. A decision in writing by the Human Resources Director shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

**Step II -** In the event an appeal is filed from a decision at Step I or at the option of the Superintendent, the Superintendent or his/her designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at

Step I, and so notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing

**Section 7.4 - Arbitration:** The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Human Resources Director or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Human Resources Director. The Human Resources Director shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes §179A.21, Subd. 2. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

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

**Section 7.5 - Miscellaneous Provisions:**

- A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Human Resources Director or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.
- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Human Resources Director or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
- C. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final, except at the arbitration level, where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
- D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for

any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

- E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Human Resources Director or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Human Resources Director shall first authorize hearings at Step I during working hours.
- G. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a postmark of the United States mail within the time period specified in this procedure.

## ARTICLE VIII

### Health Care Savings Plan (HCSP)

**Section 8.1:** To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service and have completed fifteen (15) years of service to the School District and is eligible to receive the Health Care Savings Plan (HCSP) benefits through the Minnesota State Retirement System (MSRS) in accordance with the following provisions.

**Section 8.2:** An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of continuous service to the School District.

**Section 8.3:** The number of unused current and accumulated sick leave days (up to a maximum of 210 days) plus the number of unused current and accumulated vacation days of an eligible employee shall be added to the number determined in paragraph 8.2 above.

**Section 8.4:** At the time the Teachers' Bargaining Union negotiates a 403(b) severance plan, the bargaining unit as a whole, has the option of reviewing and accepting the plan.

**Section 8.5:** Payment to the HCSP shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay shall be the basic daily rate, including longevity, at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including additional compensation for extra-curricular assignment, extended employment or other additional compensation.

**Section 8.6:** The number of unused days not used in the payment determined above shall be multiplied by the employee's daily rate of pay and the amount then discounted by 3.5%

The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.

Example of HCSP Calculation:

Total Credit Days (eligible days for HCSP):

Years of continuous service x 2.5

+ unused and accumulated sick leave days (up to a maximum of 210)

+ unused and accumulated vacation days

= Total Credit Days

Benefit payment for first 100 days:

Total Credit Days (up to a maximum of 100 days)

x daily rate of pay

= Benefit payment for First 100 Days.

Benefit Payment for Remaining Days:

<u>Total Credit days – minus first 100 days</u>
<u>x daily rate of pay</u>
<u>= Subtotal of Remaining Days</u>
<u>- Subtotal of remaining days x discounted 3.5%</u>
<u>= Benefit for Remaining Days</u>

<u>Total Health Care Savings Plan Payment</u>
<u>Benefit Payment for First 100 Days</u>
<u>+ Benefit Payment for Remaining Days</u>
<u>= Total Health Care Savings Plan Payment.</u>

Participation in the District Health Plan. Retired employees will be allowed to continue to participate in the District health plans at their own expense pursuant to applicable State and Federal laws.

**Section 8.7:** Employees discharged for cause shall not be eligible for HCSP contributions.

**Section 8.8:** The employee must give written notice of retirement to the Human Resources Manager prior to April 1 if not returning for the following contract year, or three (3) months prior to retirement if retiring during the contract year, except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive HCSP contributions.

## **ARTICLE IX**

### **Payroll Deductions**

The District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the District has agreed to deduct for other employee groups.

The District shall deduct annual dues not to exceed two (2) installments.

## **ARTICLE X**

### **Paydays**

**Section 10.1 - Paydays:** All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. Except in contract years that dictate twenty-seven (27) payments.

**Section 10.2 - Method of Payment:** The School District may pay such employees in the bargaining unit, as it shall designate by depositing in such bank, as the employee shall designate the net salary or wages owing to such employee. Direct deposit will be mandatory.

**Section 10.3:** Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the School District and who begin work prior to the beginning of contract year calendar shall begin on the first payday following at least one (1) week's work for the School District.

## **ARTICLE XI**

### **Personnel Files**

**Section 11.1:** An Administrator shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Historic Old Central High School building or the local school office relating to the individual administrator as provided by Minnesota Statutes, §122A, Subd. 15 and to submit for inclusion in the file written information in response to any such material.

**Section 11.2:** Identification or written authorization shall be required before access is given to any file.

**Section 11.3:** All evaluations of an administrator shall be reviewed with the administrator by the immediate supervisor prior to filing. The administrator shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each administrator so evaluated shall be informed.

**Section 11.4:** Official grievances filed by any administrator under the grievance procedure shall not be placed in the personnel file of the administrator, nor shall such a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

**Section 11.5:** All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

**Section 11.6:** An administrator shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the administrator's signature.

**Section 11.7:** Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name and reason for inspection.

## **ARTICLE XII**

### **No Strike Clause**

The Duluth District-Wide Instructional Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for an administrator covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an administrator required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Administrators, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial three (3) working days of a strike or work stoppage. Such leave time shall be made up beyond the administrator's regular contract year, (e.g. a 40 week administrator may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond his/her regular forty (40) week contract period.) Should additional time, as determined by the Superintendent be necessary which exceeds the administrator's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

**ARTICLE XIII**

**Term Of Agreement**

**Section 13.1:** This Agreement shall be effective except as otherwise provided herein, from August 1, 2020 to July 31, 2021, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

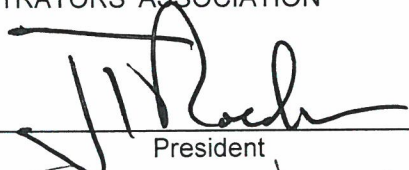
**Section 13.2:** Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2021, both parties shall present their intent to negotiate a new Agreement. The parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement at a mutually agreed meeting date.

**Section 13.3:** This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

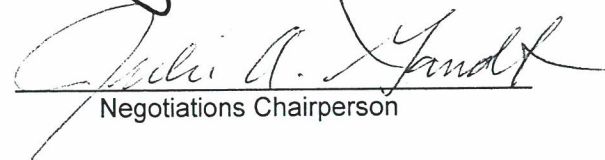
Dated at Duluth, Minnesota, this 15<sup>th</sup> day of June 2021

DULUTH DISTRICT-WIDE INSTRUCTIONAL ADMINISTRATORS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 709

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

By:   
\_\_\_\_\_  
Chair of the School Board

By:   
\_\_\_\_\_  
Negotiations Chairperson

By:   
\_\_\_\_\_  
Clerk of the School

**APPENDIX A**  
**WEEKLY SALARY SCHEDULE**  
**2020-2021**  
**EMPLOYEE GROUP A**

<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>I - A</b>	2020-2021	1683	1719	1754	1791	1828	1884
	Coordinator of Indian Education						48 Weeks
	Coordinator Office of Education Equity						48 Weeks
<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>II - A</b>	2020-2021	1754	1792	1830	1872	1904	1966
	Coordinator of Adult Learning Center						46 Weeks
	Supervisor Head Start						42 Weeks
	District Community Education Coordinator						52 Weeks
	Supervisor of Assessment & Evaluation						52 Weeks
	Supervisor of Federal Programs						52 Weeks
<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>III - A</b>	2020-2021	1819	1876	1896	1939	1977	2038
	Vocational Administrator						46 Weeks
	Supervisor of Early Childhood						42 Weeks

**APPENDIX A  
WEEKLY SALARY SCHEDULE  
2020-2021  
EMPLOYEE GROUP B**

<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>I - B</b>	2020-2021	885	903	923	939	957	987
	Full Service Community School Coordinator						46 Weeks
<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>II - B</b>	2020-2021	1030	1053	1073	1094	1119	1150
	Community Schools Coordinator						2017-18 48 Weeks 2018-19 46 Weeks 2019-20 46 Weeks
	Community School Building/Program Coordinator (This category includes person assigned to Latchkey and Special Needs Programs)						44 Weeks 50 Weeks
<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>III - B</b>	2020-2021	1067	1092	1115	1139	1158	1195
	Community Schools Area Coordinator						50 Weeks
<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>IV - B</b>	2020-2021	1257	1269	1291	1319	1345	1385
<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>V - B</b>	2020-2021	1321	1353	1379	1408	1434	1478
	Title I Program Evaluator						44 Weeks
<b>CLASS</b>	<b>YEAR</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>VI - B</b>	2020-2021	1343	1371	1399	1427	1460	1500

**Group A:** The salary grid for years of experience is developed pursuant to an 89-91-93-95-97-100% ratio for all positions.

**Group A & B:** Longevity to be prorated based on effective date, weeks of work and FTE in the bargaining unit:

- After 7 years of service - \$635.00/yr
- After 15 years of service - \$735.00/yr
- After 20 years of service - \$835.00/yr
- After 25 years of service - \$935.00/yr

**Meet and Confer** – The District will meet and confer with the Union prior to increasing the number of weeks an employee works per year.

**Meet and Confer** – The District will meet and confer with the Union regarding the placement of certain Group A positions on the salary schedule.



**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	Koltes Enterprises LLC	\$150.00	Senior yard sign	
Denfeld	The Jamar Company	\$150.00	Senior yard signs	
Denfeld	Wayne and Renee Gunderson	\$100.00	Senior yard signs	
Denfeld	Jill Blazevic	\$100.00	Parent Involvement	
Denfeld	Karen McCormick	In Kind	Parent Involvement	\$50 in gift cards
East	Anonymous	\$48.65	Unpaid lunch debt at East	
East	Duluth East High School PTSA	\$1,000.00	Face coverings for seniors to wear at graduation	
Headstart	Janet Killough	\$50.00	None	
Lester Park	Grandparents of Pia & Tui Katchuba	\$50.00	To be split between Ms. Wolff & Mrs. Zwak	It was donated to the 2 kids' teachers in memory of their great-grandmother who passed away
Lincoln Park	Bilin Tsai	In Kind	Band	Donated a trumpet and a violin to the band department
Lincoln Park	Kelly Chastey	In Kind	None	2 large bags of clothing
Myers-Wilkins	Box Tops for Education	\$3.60	None	
Myers-Wilkins	Project Joy	\$2,000.00	Student Snacks/Food	

Myers-Wilkins	DonorsChoose Team	In Kind	Gift Card for Education Resources	\$100 in gift cards for DHH teacher
Myers-Wilkins	Jennifer - Spring at Last	In Kind	No	Flower seedlings
Myers-Wilkins	First United Methodist Church	\$1,286.00	Student Leadership Incentives	Myers-Wilkins PTA Donation
Ordean-East	John L / Deborah L Kurth	\$500.00	Robotics Club	
Piedmont	Project Joy	In Kind	Food only	Project Joy donate this in the form of Super One gift cards so we can purchase snacks and food for students/families in need

## 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>
Northern Region Implementation Project (NRIP)	Jacob Laurent	Duluth Public Schools	\$5,000	NRIP PBIS District Grant

 <b>ISD #709</b> <b>Duluth Public Schools</b>	<b>ISD #709</b> <b>Duluth Public Schools</b> HOCHS Relocation Project
	Monthly Progress Report May 2021
Address: 215 N. 1 <sup>st</sup> Avenue East, Duluth, MN 55802	

### Recent Progress and Activities:

- The Central on the Hill site is in ongoing negotiations and the District has been in discussions with a number of interested parties.
- The Design Team submitted a Zoning Amendment to the City of Duluth; this is requesting the City of Duluth to identify the truck and/or heavy vehicle storage as an allowable use for the property as such use is not currently specified. A notice of the public hearing was issued by the City of Duluth regarding the Zoning Amendment.
- Detailed examination of pricing and feasibility has been ongoing for temporary swing spaces for the relocation of the District Services Center during construction.
- Lease space selection for the Alternative Learning Center & Academic Excellence Online team is nearing completion.
- The complete design is still in full swing on the District Services Center, Transportation Building, and Facilities remodel. The design team has been meeting every week, pushing forward with floor plans and details. Design development (DD) documents were completed in early May. The DD Submittal was reviewed and approved by the Project Oversight Group on May 28<sup>th</sup>. The DD phase is followed by the final stage in the design, the Construction Document (CD) phase which is scheduled to be completed in late July.
- Continued coordination meetings discussing the logistics of move-in, move-out, swing space moving, salvaging furniture, new furniture, temporary storage, re-working existing cubicles, and maintain operations.
- Phasing of the construction and development of a final milestone schedule is in progress.

- City Council members have been updated, in small meeting format, on the HOCHS Relocation Project in its' scope and progress.
- Design consultants have continued communication with the City of Duluth on this HOCHS Relocation Project to develop a submission plan. This plan consists of a June rezoning P&Z hearing and a regulatory plan submission in June for review by the City of Duluth in July.

### 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:
  - Development of required documents for a June submission of the plat layout, regulatory plan, and development agreement to the City of Duluth. A June submission will result in a July review timeline with the City of Duluth.
  - City of Duluth Planning Commission Zoning Amendment request meeting scheduled for Tuesday, June 8<sup>th</sup> at 5:00 PM.
  - The project is in the Construction Document phase and is scheduled to be completed in late July.
  - Continued refinement of construction budgets as the documents continues to be refined.
  - Selection of temporary lease space(s) for the relocation of the District Services Center. Also, the selection of lease space of the Adult Basic Education, Alternative Learning Center & Academic Excellence Online group.

**Expenditure Contracts Signed  
May 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>
Fueleducation	\$30,000.00*	ALC/AEO (DU)	One-year access for 6-12 <sup>th</sup> grade students to over 30 online courses
Marnita's Table	\$30,000.00*	Asst. Superintendent (DR)	Student, staff and community assessment of the School Resource Officer (SRO) program
Kaitlyn McKechnie	\$1,140.00*	Community Education (DR)	Circle of Security group for child care providers
3 Owls	TBD	Duluth Preschool (DR)	Amendment to agreement (to Board in August 2020 as informational for \$4,500.00. For Playscape development at Myers-Wilkins, Piedmont and Laura MacArthur
Navigate360 (ALICE)	\$36,958.10*	Facilities (DR)	School safety for FY22 and FY23
Blotti Contracting	\$98,541.52	Facilities (DU)	Bid 1272 – District-wide snow plowing services; third year of contract (second of two renewable years)
Cummins, Inc.	\$5,598.17	Facilities (DU/DR)	Quote 4342-1 – District-wide annual service & maintenance of Emergency Generators; second year of contract (first of two renewable years)
Nordic Auction	TBD	Facilities (DU)	District surplus supply auction services
Stretar Masonry & Concrete Company, Inc.	\$53,368.40	Facilities (DU/DR)	Bid 1258 – District-wide annual bricklayer labor; second year of contract (first of two renewable years)

Thyssenkrupp Elevator	\$46,290.52	Facilities (DU/DR)	Bid 1286 – District-wide annual elevator service; second year of contract (first of two renewable years)
VelocityEHS	\$10,815.00*	Facilities (DR)	Online SDS database (inventory of chemicals in the District); FY22-FY24
Waste Management	\$97,097.15	Facilities (DU)	Quote #4314 – District-wide refuse removal and recycling services; third year of contract (second of two renewable years)
Coole School	\$1,018.00	Homecroft (SAF)	Primary and elementary planners
Terch & Associates, LLC	\$20,000.00*	Human Resources (DU)	Addendum to agreement to increase not to exceed amount from \$10,000.00 to \$20,000.00 for professional services
Concordia Community Arts Playcare	\$200.00*	Special Services (DU)	Preschool planning as required by IEP
University of Minnesota Duluth (UMD)	\$52,000.00	Teaching, Learning & Equity (DU)	College in the Schools (CITS) for FY22
CDW-G	\$10,000.00	Technology (DU)	Google cloud storage services
Involta	\$10,000.00	Technology (DR)	Fiber cross connect for new sites

**Company Address:**  
2300 Corporate Park Drive  
Herndon, VA 20171

**Prepared By:** Joey Hokit  
**Phone:** (571) 405-2003  
**Email:** jhokit@k12.com

**Quote #:** Q-65703-1  
**Created Date:** 6/29/2020  
**Expiration Date:** 8/23/2021  
**Start Date:** 8/23/2021  
**End Date:** 9/1/2022  
**Contact Name:** Adrian Norman  
**Phone:** (218) 336-8756  
**Email:** adrian.norman@isd709.org

**Bill To:**  
Duluth Public School District  
215 N 1st Ave E  
Duluth, MN 55802


**Ship To:**  
Duluth Public School District  
215 N 1st Ave E  
Duluth, MN 55802-2069

QTY	Product	Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available.	\$30,000.00	\$30,000.00
1	Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included	\$0.00
<b>Total:</b>				<b>\$30,000.00</b>

**Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.**

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms>. This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

**Accepted by Customer:**

Signature:  Date: 5/19/21  
Name (Print): Catherine A. Erickson Title: CFD

01-E-611-211-303-460-000



This Online Educational Products and Services Order (this "Order"), dated as of 8/23/2021 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

**Accepted by Customer:**

Signature: Catherine Erickson Date: 5/25/21  
 Name (Print): Catherine A. Erickson Title: CFO

**Accepted by FuelEd:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

- 1. Period:** 8/23/2021 through 9/1/2022 and is not eligible for a renewal period.
- 2. Territory:** Students served by Duluth Public School District, MN
- 3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:**

Product	Product Description	Unit Price
Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available.	\$30,000.00
Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included

**Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.**

**4. Description of Educational Products.**

Enterprise, Site and Enrolled User License Models: Enterprise, Site and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses: Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

**5. Description of Services.**

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

**6. Billing Terms.**

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 14 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such a course within 14 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

DIGITAL CURRICULUM

## Course Lists 2021–2022

Foster a love of learning and set students on the **pathway to lifelong success** with an online curriculum designed to help them realize their potential. Our suite of more than **350 digital courses** covers a full spectrum of **core subjects and electives**, all supported by **cutting-edge online technology** and brought to life by **extraordinary educators**. Stride Learning Solutions digital courses combine rich content with proven pedagogy to facilitate **dynamic, engaging online and blended learning** experiences to meet your district or school's unique needs.



Our expansive course catalog for **grades K–12** allows you to **meet every learner's needs—from those who are struggling** or at risk of dropping out or not graduating on time, **to those seeking greater academic challenges** or enrichment in their learning. Whether your students are looking to launch a career right after graduation or pursue postsecondary studies, our digital curriculum will provide them with more options to **jumpstart their futures today**. Give us a call at **844.638.3533** to discuss how together we can pave the way to a bright future for all learners.

The courses included in this list reflect offerings for the 2021–2022 school year. However, district certification requirements, teacher availability, and other factors may impact instructional support availability. All high school and middle school courses are available on both the PEAK and Online School (OLS) platforms unless otherwise noted. Elementary courses are available on the OLS platform only.



[Elementary School Course List](#)

[Middle School Course List](#)

[High School Course List](#)

### New! Digital Course Catalogs

Our new digital [elementary](#), [middle school](#), and [high school](#) course catalogs include details about each course, including course descriptions, materials required, portability, digital first options, and more!

# Elementary School Course List

Elementary courses are available on the Online School (OLS) platform only.



Please see our [Elementary School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit:

[K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

## PRE-K

Embark Online **NEW**

## KINDERGARTEN

Art K

English Language Arts Blue

Fitness and Health K **NEW**

History K

Introduction to Online Learning 

Math+ Blue

Science K

Social Studies K (Supplement)

Spotlight on Music K **+**

## FIRST GRADE

Art 1

English Language Arts Green

Fitness and Health 1 **NEW**

History 1

Introduction to Online Learning 

Math+ Green

Science 1

Social Studies 1 (Supplement)

Spotlight on Music 1 **+**

## SECOND GRADE

Art 2

English Language Arts 2 **NEW**

Fitness and Health 2 **NEW**

Introduction to Online Learning 

Math 2 **NEW**

Science 2

Social Studies 2 **NEW**

Spotlight on Music 2 **+**

## THIRD GRADE

Art 3

English Language Arts 3

Introduction to Online Learning 

Math 3

Physical Education 3

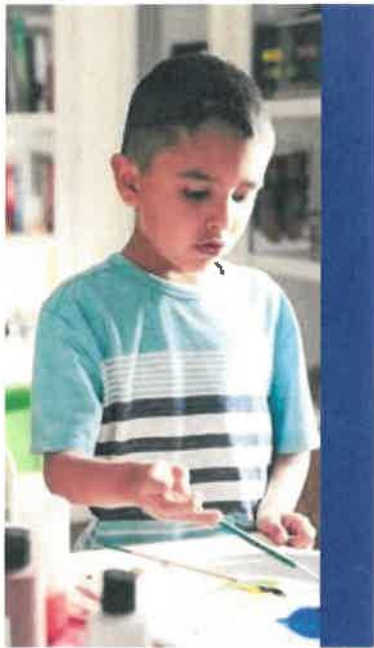
Science 3

Social Studies 3 **NEW**

Spotlight on Music 3 **+**

# Elementary School Course List

Elementary courses are available on the Online School (OLS) platform only.



Please see our [Elementary School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit:

[K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

## FOURTH GRADE

American Studies 4 **NEW**

Art 4

English Language Arts 4

Introduction to Online Learning **0.5**

Math 4

Physical Education 4

Science 4

Spotlight on Music 4 **+**

## FIFTH GRADE

Early American Art

Early American History

English Language Arts 5

Introduction to Online Learning **0.5**

Math 5

Physical Education 5

Science 5

Spotlight on Music 5 **+**



Please see our **Middle School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://K12.com/LearningSolutionsMaterials).

### ENGLISH/LANGUAGE ARTS

- Language Arts 6
- Language Arts 7
- Language Arts 8

### MATH

- Math 6
- Math 7
- Math 8
- Pre-Algebra **NEW**

### HISTORY AND SOCIAL SCIENCES

- American History Before 1865
- American History Since 1865
- Intermediate Civics and Economics
- Intermediate Global Studies
- World History I
- World History II

### SCIENCE

- Earth Science
- Life Science
- Physical Science

### WORLD LANGUAGES

- Chinese I
- Chinese II
- French I
- French II
- German I
- German II
- Latin I
- Latin II
- Spanish I
- Spanish II



Please see our **Middle School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://K12.com/LearningSolutionsMaterials).

### ELECTIVES

- Computer Literacy 0.5
- Health 7 0.5 OLS only NEW
- Health 7 PEAK only
- Health 8 0.5 OLS only NEW
- Health 8 PEAK only
- Intermediate American Art I
- Intermediate American Art II
- Intermediate World Art I
- Intermediate World Art II
- Introduction to the Internet 0.5 + OLS only NEW
- Journalism 0.5 +
- Middle School Career Explorations 1 0.5 +
- Middle School Career Explorations 2 0.5 +
- Middle School Game Design 1 0.5 + NEW
- Middle School Game Design 2 0.5 + NEW
- Photography 0.5 +

### ELECTIVES (continued)

- Physical Education 6 PEAK only
- Physical Education 7 PEAK only
- Physical Education 8 PEAK only
- Physical Fitness 6 0.5 OLS only NEW
- Physical Fitness 7 0.5 OLS only NEW
- Physical Fitness 8 0.5 OLS only NEW
- Spotlight on Music 6 + OLS only
- Spotlight on Music 7 + OLS only
- Spotlight on Music 8 + OLS only
- Web Design 0.5 + OLS only NEW
- World of Computing 0.5 + OLS only NEW

Courses marked 0.5 are 0.5 credit; all other courses are 1.0 credit  
 Courses marked + are Premier Courses available at an additional cost.  
 Courses are available on both PEAK and Online School (OLS) platforms unless noted.  
 Course lists are subject to change.



Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://K12.com/LearningSolutionsMaterials).

## ENGLISH/LANGUAGE ARTS

- American Literature
- American Literature Honors
- AP® English Language and Composition +
- AP® English Literature and Composition +
- British and World Literature
- British and World Literature Honors
- Creative Writing
- English 9
- English 9 Honors
- English 10
- English 10 Honors
- English Foundations I
- English Foundations II
- Grammar and Composition
- Journalism 0.5
- Public Speaking 0.5

## MATH

- Algebra 1
- Algebra 1 Bridge
- Algebra 1 Honors
- Algebra 2
- Algebra 2 Bridge
- Algebra 2 Honors
- AP® Calculus AB + OLS Only
- AP® Statistics + OLS Only
- Calculus
- Consumer Math
- Continuing Algebra
- Developmental Algebra
- Geometry
- Geometry Bridge
- Geometry Honors
- Integrated Math
- Integrated Math I
- Integrated Math II
- Integrated Math III
- Math Foundations I
- Math Foundations II
- Practical Math
- Pre-Algebra
- Pre-Calculus and Trigonometry
- Probability and Statistics 0.5



Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://K12.com/LearningSolutionsMaterials).

## SCIENCE

- AP<sup>®</sup> Biology +
- AP<sup>®</sup> Chemistry + OLS Only
- AP<sup>®</sup> Environmental Science +
- Biology
- Biology Honors
- Chemistry
- Chemistry Honors
- Earth Science
- Earth Science Honors
- Environmental Science
- Forensic Science
- Physical Science
- Physics
- Physics Honors

## HISTORY and SOCIAL SCIENCES

- Anthropology
- AP<sup>®</sup> Macroeconomics +
- AP<sup>®</sup> Microeconomics +
- AP<sup>®</sup> Psychology +
- AP<sup>®</sup> U.S. Government and Politics +
- AP<sup>®</sup> U.S. History + OLS Only
- AP<sup>®</sup> World History +
- Civics
- Contemporary World Issues
- Economics
- Geography
- Modern U.S. History
- Modern U.S. History Honors
- Modern World Studies
- Modern World Studies Honors
- Psychology
- U.S. and Global Economics
- U.S. Government and Politics
- U.S. History
- U.S. History Honors
- World History
- World History Honors



## WORLD LANGUAGES

- American Sign Language +
- AP® French Language and Culture
- AP® Spanish Language and Culture
- Chinese I (Competency)
- Chinese I (Fluency) **PEAK Only**
- Chinese II (Competency)
- Chinese II (Fluency) **PEAK Only**
- French I (Competency)
- French I (Fluency) **PEAK Only**
- French II (Competency)
- French II (Fluency) **PEAK Only**
- French III (Competency)
- German I (Competency)
- German II (Competency)
- Latin I (Competency)
- Latin II (Competency)
- Spanish I (Competency)
- Spanish I (Fluency) **PEAK Only**
- Spanish II (Competency)
- Spanish II (Fluency) **PEAK Only**
- Spanish III (Competency)

Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).



Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

## ELECTIVES

- 3D Modeling 0.5 +
- A+ Computer Management I with Certification Prep 0.5 +
- A+ Computer Management II with Certification Prep 0.5 +
- Accounting 1 0.5
- Accounting 2 0.5
- Achieving Your Career and College Goals 0.5
- Administrative Professional 0.5 +
- Adobe Dreamweaver® with Adobe Certification Preparation 0.5 +
- Adobe Illustrator® with Adobe Certification Preparation 0.5 +
- Adobe InDesign® with Adobe Certification Preparation 0.5 +
- Adobe Photoshop® with Adobe Certification Preparation 0.5 +
- Advertising and Sales Promotion 0.5 +
- Agricultural Mechanics 1 0.5 +
- Agricultural Mechanics 2 0.5 +
- Agricultural Mechanics 3 0.5 +
- Agriculture Explorations 0.5 + NEW
- Agriscience II 0.5 +
- Anatomy and Physiology A 0.5 +
- Anatomy and Physiology B 0.5 +
- Animation 1 0.5 +
- Animation 2 0.5 +

## ELECTIVES (continued)

- AP® Art History +
- AP® Computer Science A + OLS only NEW
- AP® Computer Principles + OLS only NEW
- Archaeology 0.5 +
- Art Appreciation 0.5
- Art in World Cultures 0.5 +
- Astronomy 1 0.5 +
- Astronomy 2 0.5 + NEW
- Biotechnology: Unlocking Nature's Secrets 0.5 + NEW
- Business and IT Explorations 0.5
- Business and Marketing Explorations 0.5
- Business Communications 0.5 +
- Business Information Management I +
- C++ Programming 0.5 +
- Careers in Criminal Justice 0.5 +
- Computer Literacy 0.5
- Consumer Behavior 0.5 +
- Criminology 0.5 +
- Culinary Arts 1 0.5 +
- Culinary Arts 2 0.5 +
- Dental Assistant 1 0.5 +
- Dental Assistant 2 0.5 +
- Dental Assistant 3 0.5 +



Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://K12.com/LearningSolutionsMaterials).

**ELECTIVES (continued)**

- Digital Arts 1 0.5
- Digital Arts 2 0.5
- Digital Media:  
Producing for the Web 0.5 + NEW
- Digital Photography 1 0.5 +
- Digital Photography 2 0.5 +
- Early Childhood Education 1 0.5 +
- Early Childhood Education 2 0.5 +
- Engineering Drawing and Design 1 0.5 +
- Engineering Drawing and Design 2 0.5 +
- Engineering Explorations 0.5 +
- Engineering Fundamentals 1 0.5 +
- Engineering Fundamentals 2 0.5 +
- Entrepreneurship 1 0.5
- Entrepreneurship 2 0.5
- Essentials of Health Information Management 0.5 +
- Fashion Design 0.5 + NEW
- Fine Art
- Food Production I 0.5 +
- Food Production II 0.5 +
- Game Design 1 0.5 +
- Game Design 2 0.5 +
- Gothic Literature 0.5 +

**ELECTIVES (continued)**

- Green Design and Technology 0.5
- Health Science I 0.5 +
- Health Science II 0.5 +
- Hospitality & Tourism 1 0.5 +
- HTML5 and CSS3 Programming 0.5 +  
Now on PEAK & OLS
- Image Design and Editing 0.5
- Interior Design 0.5 + NEW
- International Business 0.5 +
- Introduction to Agriscience 0.5 +
- Introduction to Biotechnology 0.5 + NEW
- Introduction to Computer Science 0.5 +
- Introduction to Digital Media 0.5 + NEW
- Introduction to Forestry & Natural Resources 0.5 +
- Introduction to Journalism 1 0.5 + NEW
- Introduction to Mechanical Engineering 0.5 +
- Introduction to Military Careers 0.5 + NEW
- Introduction to Restaurant Management 0.5 +
- Introduction to Robotics 1 0.5 + NEW
- Introduction to Teaching 0.5 +
- Introductory Finance 0.5 NEW
- IT and Manufacturing Explorations 0.5
- IT Explorations 0.5



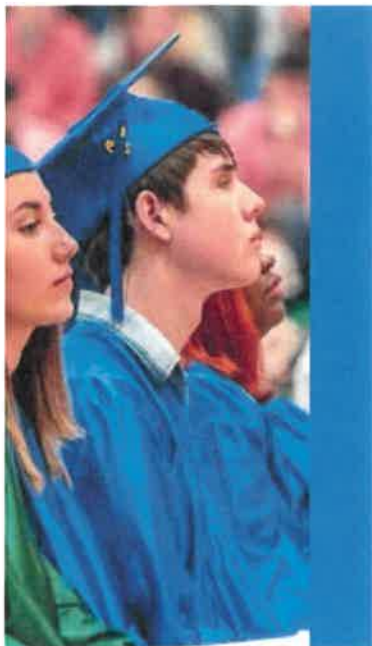
Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

### ELECTIVES (continued)

- Java Programming 1 0.5+ Now on PEAK & OLS
- Java Programming 2 0.5+ Now on PEAK & OLS
- Journalism: Investigating the Truth 2 0.5+ NEW
- Law and Order 0.5+
- Life Skills 0.5
- Livestock and Poultry Production 1 0.5+
- Livestock and Poultry Production 2 0.5+
- Livestock and Poultry Production 3 0.5+
- Management: Insight & Oversight 0.5+ NEW
- Marketing 1 0.5
- Marketing 2 0.5
- Medical Assistant 1 0.5+
- Medical Assistant 2 0.5+
- Medical Assistant 3 with Certified Medical Assistant Certification Preparation 0.5+
- Medical Coding 1 0.5+
- Medical Coding 2 0.5+
- Medical Terminology 1 0.5
- Medical Terminology 2 0.5
- Mobile Apps 0.5+ OLS only NEW
- Microsoft Access® with Certification Preparation 2016 0.5+
- Microsoft Excel® with Certification Preparation 2016 0.5+
- Microsoft PowerPoint® with Certification Preparation 2016 0.5+

### ELECTIVES (continued)

- Microsoft Word® with Certification Preparation 2016 0.5+
- Music Appreciation
- Mythology and Folklore 0.5+
- Network+ Guide to Networks 1 0.5+
- Network+ Guide to Networks 2 with Network+ Certification Preparation 0.5+
- Nutrition and Wellness 0.5
- Personal Finance 0.5
- Personal Financial Literacy 0.5+
- Personal Fitness I 0.5
- Personal Fitness II 0.5
- Personal Health 0.5
- Pharmacy Technician 1 0.5+
- Pharmacy Technician 2 0.5+
- Pharmacy Technician 3 with Pharmacy Technician Certification Preparation 0.5+
- Physical Education
- Principles of Agriculture, Food and Natural Resources 0.5+
- Principles of Business 1 0.5+
- Principles of Business 2 0.5+
- Principles of Public Service: To Serve and Protect 0.5+
- Programming Logic and Design 0.5+



Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://K12.com/LearningSolutionsMaterials).

## ELECTIVES (continued)

- Python Programming 1 0.5+  
Now on PEAK & OLS
- Python Programming 2 0.5+ OLS only NEW
- Reaching Your Academic Potential 0.5
- Security+ 1 0.5+
- Security+ 2 with Security+ Certification Preparation 0.5+
- Skills for Health 0.5
- Sociology I 0.5+
- Sociology II 0.5+
- Sports and Entertainment Marketing 0.5+
- Sports Medicine: Introduction 0.5+ NEW
- Understanding Child Development 0.5+
- Veterinary Science 0.5+
- Virtual Reality 0.5+ OLS only NEW
- Web Design 0.5 PEAK only
- Web Design 1 0.5+ OLS only NEW
- Web Design 2 0.5+ OLS only NEW
- Wildlife and Natural Resource Management 1 0.5+
- Wildlife and Natural Resource Management 2 0.5+



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://K12.com/LearningSolutionsMaterials).

## Credit Recovery ENGLISH

American Literature  
British and World Literature  
English 9  
English 10

## Credit Recovery MATH

Algebra 1  
Algebra 2  
Geometry  
Integrated Math I  
Integrated Math II  
Integrated Math III

## Credit Recovery SCIENCE

Biology  
Chemistry  
Earth Science  
Physical Science

## Credit Recovery HISTORY and SOCIAL SCIENCES

Geography  
Modern U.S. History  
Modern World Studies  
U.S. and Global Economics ◐  
U.S. Government and Politics ◐  
U.S. History  
World History

## Credit Recovery WORLD LANGUAGES

Spanish I

## Credit Recovery ELECTIVES

Health ◐  
Physical Education ◐

## **Letter of Services Agreement Technical Professional Services**

This Services Agreement is hereby made on May 10<sup>th</sup>, 2021 Duluth Public Schools ISD 709 (“ISD 709”) located at 215 N. 1st Avenue East, Duluth, MN 55802 and Marnita’s Table, Inc. (“MTI”), a Minnesota nonprofit tax exempt 501(c)(3) organization located at 1330 Lagoon Avenue, 4<sup>th</sup> Floor, Minneapolis MN 55408.

WHEREAS, collaborate with ISD 709 to unleash Intentional Social Interactions (“IZI”) an unbiased, transparent and authentic community-centered engagement process in order to ensure that constituents across difference feel heard, welcomed, included and accepted where they learn, live and play as they share their views, experiences and recommendations on ISD SROs. Through IZI, participants will authentically engage in order to learn with, about and from their neighbors, classmates and colleagues on their view

WHEREAS, ISD 709 desire to retain MTI for consultancy services, as described herein (“Services”) for its services; and

WHEREAS, MTI desires to be retained to provide such Services.

### **Term**

MTI shall provide services to ISD 709 pursuant to this Agreement for a term beginning on May 01, 2021 and ending on July 31, 2021 (the “Agreement Term”), unless terminated earlier as set forth in this Agreement or as extended under a subsequent agreement.

### **Background | Purpose**

MTI agrees bring its social capital expertise, existing relationships, and proprietary model of digital Intentional Social Interaction (“dIZI”), including its staff resources, as a full-service consultancy to ISD 709. We will conduct a transparent and unbiased community engagement process during May to Mid-June to uncover SRO effectiveness for this effort as follows:

- Engage a diverse pool of participants, including: ISD 709 Students, Staff, Families, Community Organizations, Unions, Administrators & Local Tribes, in unbiased peer-to-peer focused conversations;
- Collect and analyze quantitative and qualitative community feedback during the focused conversations to inform ISD 709 planning and decision-making processes related to School Resource Officers and School Safety processes;
- Catalyze and stimulate local Duluth community members across difference to connect, collaborate, and share stories about their recommendations and perspectives on what will make their school community safer and more inclusive for all;
- Deliver all event, research and goals-tracking reportage and the final project debrief report at the project’s conclusion.

### **Project Objective | Scope of Work**

Marnita's Table will undertake, on behalf of and collaboratively with ISD 709, community engagement. MTI will collaborate with ISD 709 to unleash a first phase pilot designed to demonstrate Intentional Social Interactions ("IZI") a transparent and authentic community-centered engagement process in order to ensure that constituents across difference feel heard, welcome, included and accepted where they learn, live and play. Through IZI, participants will authentically engage in order to learn with, about and from their neighbors, classmates and colleagues.

Working with your team collaboratively during the Pilot we will:

- Deliver a transparent engagement process to hear the experiences and recommendations of students, staff and community members related to School Resource Officers and school safety.
- Engage a diverse group of Students, Staff, Families, Community Organizations, Unions, Administrators & Local Tribes.
- Collect and analyze community feedback during the focused conversations to inform ISD 709 planning and decision-making processes related to School Resource Officers;
- Provide recommendations directly from the voices of the community.

### **Deliverables**

- Project Management
- Design, delivery and measure of unbiased community engagement process (focused conversations)
- Coordination of 2-5 (IZI) events before, during and after the convening (events may include student or staff lunches, afterschool events, or evening community events based on the needs/availability of community participants)
- Present findings, community-based recommendations on SROs and school safety
- 360 analysis project report (research and evaluation reports, as well as all raw feedback)

### **Preliminary Measurable Indicators of Success**

- 80% had a chance to share their perspective of School Resource Officers
- 80% learned something new about the role of SROs
- 50% say that they'd like to invite someone
- 80% of participants say that they met or conversed with someone across self-identity
- Collaboratively sourced resource and asset guide.
- 80% learned something new/expanded their knowledge/updated their toolkit and plan to practice what they learned.

### **Term of Agreement**

The period within which Services are to be rendered under this Agreement have commenced on May 1st, 2021 and shall terminate after achievement of the above scope of work and assessment meetings or by end of July 2021. Any additional work identified will be the subject of an additional contract.

### **Compensation**

\$30,000 for services outlined above.

**Payment Schedule/Invoices**

\$30,000 for 10 weeks of services including project management and delivery of engagement services. Project analysis and 360 project report will be completed by the end of July 2021.

First payment of \$15,000 is invoiced by May 15th and payable by May 30th;  
Second payment of \$15,000 is invoiced by June 15th and payable by June 30th; [LG1]

Marnita's Table will invoice by the 15th of the month before the payment is due. Within fifteen (15) days of receipt of a proper and timely invoice, ISD 709 shall pay MTI for those amounts set forth within said invoice, unless the Services are terminated sooner as set forth below.

**Relationship of Parties and Non-Exclusivity and Assignment.**

MTI is a Minnesota nonprofit corporation and will not be treated as an employee with respect to the Services provided herein for Federal tax purposes and for any other tax or withholding purposes. ISD 709 will not withhold State or Federal income tax, Federal or State industrial accident contributions, Social Security or Medicare from MTI's compensation or pay such taxes on MTI's behalf. In addition, ISD 709 will not make State or Federal unemployment contributions on MTI's behalf. MTI will pay all applicable taxes related to the performance of Services under this Agreement. Further, MTI will reimburse ISD 709 if they are required to pay such taxes or unemployment contributions. This Agreement is not intended to create an employer/employee relationship, joint venture, partnership or similar relationship between the parties, nor shall it be construed as such. Neither party shall have, or exercise any control or discretion over the methods by which the other party provides Services contemplated by this Agreement unless specifically provided for herein. No agent, employee or representative of either party shall be construed or deemed an agent, employee or representative of the other.

This Agreement shall not be deemed to create an exclusive relationship between ISD 709 and MTI. ISD 709 are entitled to use other parties to perform the type of services covered by this Agreement.

**Additional Projects/Scope Expansion**

Any additional services/projects mutually agreed upon that are outside the scope of the work identified in this Agreement will be performed only upon further written agreement between MTI and ISD 709 or related partners.

**Sub-Contractors**

Contractor has permission to use sub-contractors without prior permission from client to organize and convene IZI under this contract.

**Expenses**

Except as otherwise expressly authorized by ISD 709, MTI shall be responsible for costs of meals and other incidental expenses incurred in the performance of this Agreement.

**Termination**

Either party may terminate this Agreement as set forth below. Should MTI choose to terminate the Agreement, MTI will continue to the extent necessary to transfer the project in a smooth a manner as possible, billing for actual costs.

Upon termination ISD 709 will compensate MTI for Services actually provided through the effective date of termination. In addition, if ISD 709 cancels a convening for any reason fewer than 15 days before its announced scheduled date, ISD 709 will still pay MTI the payment as scheduled in the "Payment/Schedule Invoices" section above. In the event of cancellation by either ISD 709 or MTI due to unforeseen circumstance or emergency, MTI and ISD 709 will make every reasonable effort to reschedule the convening and fulfill the terms of this Agreement.

- (a) **Termination for Cause:** ISD 709 may terminate this Agreement for cause if MTI fails to meet MTI's Obligations or fails to meet any other duties under this Agreement. MTI may terminate this Agreement for cause if ISD 709 do not fulfill its material obligations under this Agreement or if ISD 709 materially interferes with MTI's discretion to utilize MTI Social Capital in the way MTI deems fit for the purpose of achieving the Set Objective.
- (b) **Termination for Unforeseen Emergency Circumstance:** Either ISD 709 or MTI may terminate the Agreement due to unforeseen emergency circumstance such as an act of war, an act of God, debilitating illness, or death which prevents either party from performing its obligations under this Agreement, and in such circumstance MTI and ISD 709 will make commercially reasonable efforts to reschedule the Events and fulfill the terms of this Agreement.
- (c) **Termination for Convenience:** ISD 709 may terminate this Agreement for convenience, upon thirty (30) days' notice to MTI. Upon such termination, ISD 709 is still obligated to pay MTI for Services actually provided through the effective date of termination upon receipt of an invoice from MTI, and ISD 709 will comply with the Work Product / Intellectual Property section of this Agreement.

Upon termination or expiration of this Agreement, MTI will return to ISD 709 all property and deliverables prepared prior to the termination date and paid for by ISD 709 under this Agreement.

### **Work Product | Intellectual Property**

Each party owns and retains exclusive ownership of any intellectual property ("IP") already existing as of the date of this Agreement, as well as any IP developed independently of this Agreement. Specifically, MTI holds all rights, title and interest to its proprietary intellectual property Intentional Social Interaction™; IDEA! Intentional Diverse Employee Action™ and Mastering the Art of Authentic Welcome™. MTI grants ISD 709, the right to use its intellectual property. ISD 709 is encouraged to practice and utilize the tools learned but are not granted the right to sell or make profit from MTI's Intellectual Property without express written consent and licensing from MTI. MTI will utilize many of its tested questions and format to elicit the maximal outcomes on behalf of ISD 709 within the time frames set forth in this Agreement.

ISD 709 and Marnita's Table are co-owners of all work, reports, information, and any other materials ("Work Products") developed or created as a result of this Agreement, and any IP in such Work Products shall be shared by ISD 709 and Marnita's Table.

MTI hereby assigns ISD 709 all documents, data, and written material that MTI makes or contributes to in the course of providing the Services under this agreement to ISD 709. ISD 709 IP specifically does not include the following tools:

IZI/ Intentional Social Interaction™; IDEA! Intentional Diverse Employee Action™ and Mastering the Art of Authentic Welcome™, or Concerted Social Action™. MTI shall cooperate in all reasonable ways with ISD 709 efforts to secure patent, trademark, copyright and similar intellectual property rights with respect to the ISD 709 IP and as may be necessary or appropriate to prosecute, maintain, defend or enforce any such intellectual property rights with respect to the ISD 709 IP. MTI hereby grants to ISD 709 a nonexclusive, perpetual, irrevocable, royalty-free, worldwide license to use and exploit any intellectual property rights owned or controlled by MTI to the extent incorporated into any of its work product for ISD 709 hereunder. ISD 709 shall cooperate in all reasonable ways with MTI's efforts to secure patent, trademark, copyright and similar intellectual property rights with respect to the MTI IP and as may be necessary or appropriate to prosecute, maintain, defend or enforce any such intellectual property rights with respect to the MTI IP. MTI hereby grants to ISD 709 a nonexclusive, perpetual, irrevocable, royalty free, worldwide license to use and exploit any intellectual property rights owned or controlled by MTI only to the extent incorporated into any of its work product for ISD 709 hereunder. ISD 709 agrees that Marnita's Table has the right to make accessible to the public directly their words, images and ideas so that they are honored as participants and holders of their own intellectual property.

### **Confidentiality**

In the course of working with one another and the performance of duties under this Agreement, the Parties may acquire knowledge of the other Party's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the Parties may designate as confidential ("Confidential Information"). Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to use or disclose that information except for purposes contemplated by this Agreement or as required by law. Confidential Information does not include information that is in the public domain, unless such information falls into public domain through either ISD 709 or MTI's unauthorized actions.

In addition, any information from convening participants will be held in confidence and not disclosed to any other persons or party by MTI unless authorized to do so by ISD 709, or it is published or released by ISD 709.

MTI shall comply with the following security requirements. MTI will establish and maintain administrative, technical, and physical controls that:

- (i) are reasonably designed to protect the security, confidentiality, and integrity of ISD 709's Confidential Information;
- (ii) are documented in writing;
- (iii) are appropriate to the sensitivity of the ISD 709's Confidential Information, appropriate to MTI's size and stature, and appropriate to the nature and scope of MTI's services and duties under this Agreement;

- (iv) are commercially reasonable and consistent with prevailing industry standards and best practices applicable to the type of ISD 709's Confidential Information at issue in this Agreement;
- (v) contain commercially reasonable retention and destruction practices; and
- (vi) are at least as rigorous as the controls maintained by MTI for its own information of a similar nature.

MTI represents that in 2020 MTI hired a neutral third party to perform an audit/assessment of MTI including MTI's security and financials, and that the results of the audit/assessment were favorable. MTI will provide ISD 709 with a copy of the audit/assessment results up written request.

Both ISD 709 and MTI may disclose that they are in collaboration and briefly describe the relationship in appropriate collateral materials. In keeping with the spirit of collaboration, both parties will inform the other prior to such inclusion of the other in collateral materials.

### **Indemnification**

MTI agrees to indemnify, defend and hold harmless, ISD 709 (and its affiliates and their respective officers, directors, employees and agents) from and against any and all claims, losses, costs, obligations, liabilities, damages, actions, suits, allegations, actions, causes of action, demands, liens, encumbrances, security interests, expenses (including reasonable attorney's fees), settlements, and judgments, of whatever type or nature ("Claims"), which are asserted against, incurred by, imposed upon or suffered by ISD 709 by reason of, or arising from: (i) breach of this Agreement by MTI, including any breach of the representations and warranties; (ii) violation of any law, ordinance, rule, or regulation by MTI; (iii) infringement by MTI of any patent, copyright, trademark, trade secret or other property or contract right of any other person; and (iv) the negligence or willful misconduct of MTI. ISD 709 will provide MTI with prompt notice of any Claim which ISD 709 believes falls within the scope of this section.

### **Insurance**

MTI shall maintain sufficient insurance coverage types and amounts to enable MTI to meet all obligations and duties under this Agreement and by law. MTI must procure and maintain the minimum insurance described below for the duration of the project. Such insurance shall be with a carrier or carriers rated A-VII or better by "A.M. Best", and primary and non-contributory and required to respond to and pay claims prior to other coverage:

- (a) Commercial General Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy will be in the "occurrence" form.
- (b) Workers' Compensation Insurance in an amount not less than the statutory limits to satisfy the state(s) where the Services are performed, or such other insurance in compliance with the laws of the state(s). In the event that MTI elects not to purchase Workers Compensation because they are not statutorily required to do so, MTI must at minimum carry an individual health insurance plan and a disability insurance policy that will provide comparable insurance protection to cover MTI's medical costs, lost wages and other benefits related to an employee injury.

- (c) Automobile Liability Insurance covering any motor vehicle, if used in conjunction with the Services, with a combined single limit of not less than three hundred thousand dollars (\$300,000) per occurrence. This insurance requirement is waived if the only use of motor vehicles is for general commuting to and from the worksite.
- (d) Errors and Omissions Coverage covering actual or alleged acts, errors or omissions committed by MTI, its agents, subcontractor, or employees, in the rendering or failure to render Services in the performance of this Agreement. MTI will maintain a minimum limit of three million dollars (\$3,000,000) per loss for all coverages, and any combination of policies may be used to satisfy the coverage requirements. Such insurance shall not exclude coverage for network risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradation, downtime, etc.), failure to protect confidential information from disclosure, media liability, personal injury and infringement of intellectual property, including copyrights and trademarks. Throughout the Term of this Agreement, any retroactive date within the policy(ies) must coincide with or precede MTI's initial services under this Agreement, and MTI must continue the required insurance for 3 years following any Termination of this Agreement, either through maintenance of ongoing coverage or under an extended reporting period.]

MTI will supply ISD 709 with a Certificate of Insurance with respect to each of the foregoing policies upon written request.

#### **Waiver of Liens**

If permitted by law, MTI hereby waives and relinquishes any and all materialman's, mechanics, workman's and other liens, statutory or otherwise, upon the property of ISD 709.

#### **Disclosure**

Marnita's Table is mission driven. We use our reputation to ensure that there is a vibrant and inclusive cross-section of individuals adding their voices and concerns to any convening. Marnita's Table will not under any circumstances censor or withhold community feedback at the request of ISD 709 or their assigns. Any incidents of discrimination, abuse and other harm disclosed by participants during the community engagement processes will be transparently included in all reports and recommendations presented to ISD 709 by MTI. If ISD 709 attempts to cover up any research findings MTI reserves the right to seek and support just and appropriate actions.

#### **Duration**

There are strategic reasons for the timeline we've developed to work with your organization. All work must end by the end date of the project specified herein. If ISD 709 ka do not complete the number of events in the timeline laid out in this contract it may forfeit the unscheduled events, unless agreed to in writing within 60 days of end of project.

#### **Miscellaneous Provisions**

The parties agree that there will not be any alcoholic beverages served as part of the Services provided under this Agreement

This Agreement may not be assigned in whole or in part by either party. Any dispute under this



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23 day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Kaitlyn McKechnie, 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:** Beginning April 26, 2021 Kaitlyn will be preparing for and facilitating a Circle of Security group on Monday evenings for 5 weeks for child care providers. She will also visit each child care provider one time.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 26, 2021 and shall remain in effect until May 28, 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.** Beginning April 26, 2021 Kaitlyn will be preparing for and facilitating a Circle of Security group on Monday evenings for 5 weeks for child care providers. She will also visit each child care provider one time. 3 hours per Circle of Security group facilitating and 9 hours for child care provider visit/drop off of materials. For a total of 24 hours.

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 \$47.47 hourly and \$ 1140.00 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: Sharie Blevins, 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 3802 Rockview Court, Duluth, MN 55804.

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:

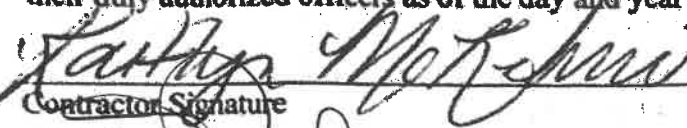
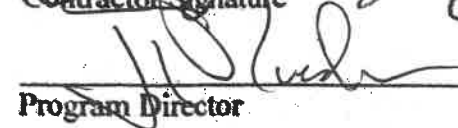
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 4/30/21  
  
 Program Director \_\_\_\_\_ Date 5/3/21

**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).

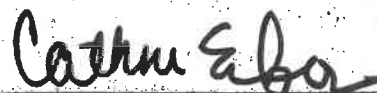
**Please check the appropriate line below:**

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).

04	E	005	580	325	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 5/12/21

May 26, 2021

Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 07/13/20. In addition to staff training and educational sessions, Duluth Preschool also requests the following supplemental services:

3 Owls' services during the construction of this project may include, but are not limited to:

- Project team collaboration
- Clarification of design drawings & specifications
- Construction meetings, including progress meetings, pre-installation meetings, regular site visits and field observation, with documentation
- Review of products, samples, substitutions, mock-ups, site layout, etc.
- Review of change orders
- Review of payment applications
- Review of substantial completion and final completion

3 Owls will not be responsible for continuous observations; construction means, methods, techniques, sequences and procedures; project site safety; or contractor performance.

These services will follow the same conditions as outlined in our original agreement, with a fee of \$50/hour.

These supplemental services as listed are to be completed by the end of calendar year 2021, unless further request in writing has been submitted.

\_\_\_\_\_  
 Contractor Signature

\_\_\_\_\_  
 Date

*Sherry Williams*  
 \_\_\_\_\_  
 Head Start Director

*5/26/2021*  
 \_\_\_\_\_  
 Date

*Daniel J. Sporn*  
 \_\_\_\_\_  
 Facilities Manager

*5/26/2021*  
 \_\_\_\_\_  
 Date

*Arthur Elser*  
 \_\_\_\_\_  
 CFO Duluth Public Schools

*5/27/2021*  
 \_\_\_\_\_  
 Date

04-E-005-579-503-303-000

## NAVIGATE360 - ORDER FORM

<b>Customer:</b>	<b>Duluth School District</b> <b>215 N 1st Ave E</b> <b>Duluth, MN 55802</b> <b>Matthew Johnson</b> <b>matthew.johnson@isd709.org</b>	<b>Proposal No:</b>	<b>Q-09022</b>
		<b>Proposal Expires:</b>	<b>7/31/2021</b>
		<b>Proposal By:</b>	<b>Summer Scaggs</b>
		<b>Email:</b>	<b>sscaggs@navigate360.com</b>
		<b>Opp Number:</b>	<b>129245</b>
<b>Term:</b>	The 24 month term for subscription Services begins on <b>8/1/2021</b> and ends on <b>7/31/2023</b> .		
<b>Payment:</b>	Invoiced Annually - Net 30		

### SUBSCRIPTION SERVICES

**Legacy pricing from previous contract plus 3%**

Item	Description	Quantity	Price
1000-1000-1000-1004	Access to all courses included within the School Safety and Wellness Suite.	8,104	\$16,479.05
1200-1	Elearning Support & Maintenance	8,104	\$2,000.00

Annual Subscription Price: \$18,479.05

**Accurate Sales Tax will be added when applicable.**

**Terms and Conditions**

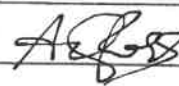
Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

I agree to the Master Service Agreement Terms and following addenda: <https://tinyurl.com/N360MSA-20210108>

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

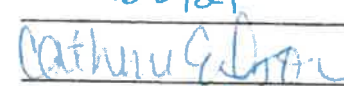
**NAVIGATE360 SIGNATORY**

Name: Andrew Ross  
 Date: 5.26.2021  
 Signature: 

**CUSTOMER BILLING INFORMATION**

A/P Contact Name: Accounts Payable  
 A/P Phone: 218-336-8701  
 A/P Email: ap-vendor@isd709.org  
 A/P Address: 215 N. 1st Ave E  
Duluth, MN 55802

**CUSTOMER SIGNATORY**

Name: Catherine A. Erickson  
 Title: CPD  
 Date: 5/25/21  
 Signature: 

Federal Tax ID: 41-6003776  
 Purchase Order: TBD - FY 22  
 Sales Tax Exempt No. 8014301

**Sales Tax Exemption Certificate must be attached.**

01-E-005-790.342-305-176

April 26, 2021

Blotti Contracting  
Attn: John Blotti  
9426 Grand Ave  
Duluth, MN 55808

**RE: Bid #1272 – District-Wide Snow Plowing Services - Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Blotti:

Attached please find a copy of the Agreement between ISD #709 and Blotti Contracting for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided as soon as possible as your current certificate expired on **February 11, 2021**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities



# CONTRACT

## SNOW PLOWING SERVICES

### BID #1272

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

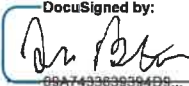

Contractor:	<b>Blotti Contracting</b>
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686
Correspondence Email Address:	blotticontracting@gmail.com
Emergency Contact & Phone Number:	218-428-4208

#### SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
<b>Central</b> , 800 East Central Entrance	\$460.29	\$707.35	\$973.89
<b>Congdon Park</b> , 3116 East Superior Street	\$153.77	\$256.29	\$410.06
<b>East HS</b> , 301 North 40th Avenue East	\$661.22	\$922.64	\$1,435.21
<b>HOCHS</b> , 215 North 1st Avenue East	\$661.22	\$820.12	\$1,025.15
<b>Laura MacArthur</b> , 720 North Central Avenue	\$338.30	\$563.83	\$768.86
<b>Lincoln Park MS</b> , 3215 West 3rd Street	\$558.71	\$820.12	\$1,230.18
<b>Myers-Wilkins</b> , 1027 North 8th Avenue East	\$486.95	\$922.64	\$1,230.18
<b>Ordean East MS</b> , 2900 East 4th Street	\$456.19	\$768.86	\$1,076.41
<b>Piedmont</b> , 2827 Chambersburg Avenue	\$287.04	\$420.31	\$512.58
<b>Stowe</b> , 715 - 101st Avenue West	\$307.55	\$584.34	\$820.12
<b>Transportation</b> , 3200 West Superior Street	\$276.79	\$328.05	\$461.32
<b>TOTALS PER SNOW FALL</b>	<b>\$4,648.03</b>	<b>\$7,114.54</b>	<b>\$9,943.96</b>

Total Annual Amount (16/2/1): **\$98,541.52**

(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Insurance Received	<input type="checkbox"/>		
Acceptance of 2021/2022 Contract		<small>DocuSigned by:</small>  <small>69A7433639394D9...</small>	4/29/2021
		<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 <i>signature</i>	5/3/21 <i>date</i>

April 25, 2021

Cummins Inc.  
Attn: Mark Hassel  
1600 Buerkle Road  
White Bear Lake, MN 55110

**Re: Quote #4342-1 – District-Wide Annual Service & Maintenance of Emergency Generators - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Hassel:

Attached please find a copy of the Agreement between ISD #709 and Cummins Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 1, 2021.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



**CONTRACT****ANNUAL SERVICE AND MAINTENANCE OF  
EMERGENCY GENERATORS - QUOTE #4342-1**

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor:	<b>Cummins Inc.</b>
Contact:	Mark Hassel
Address:	1600 Buerkle Road, White Bear Lake, Minnesota 55110
Phone:	920-445-6543 fax 920-338-6105
Correspondance Email Address	michael.obermann@cummins.com
Emergency Contact & Phone Number	Mike Obermann 920-445-6543

<b>CALL OUT HOURLY RATE</b>	<i>FY21 First Year</i>	<i>FY22 Second Year</i>	<i>FY23 Third Year</i>
Normal Working Hours	\$140.00	<b>\$141.40</b>	
After Normal Working Hours	\$180.00	<b>\$181.80</b>	
Holiday Working Hours	\$220.00	<b>\$222.20</b>	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

**ANNUAL SERVICE COST PER BUILDING**

1	Congdon Park	\$393.73	<b>\$397.67</b>	
2	Denfeld HS	\$357.10	<b>\$360.67</b>	
3	East HS	\$394.98	<b>\$398.93</b>	
4	HOCHS	\$359.60	<b>\$363.20</b>	
5	Homecroft	\$362.45	<b>\$366.07</b>	
6	Lakewood	\$370.31	<b>\$374.01</b>	
7	Laura MacArthur	\$377.95	<b>\$381.73</b>	
8	Lester Park	\$408.25	<b>\$412.33</b>	
9	Lincoln Park MS	\$438.09	<b>\$442.47</b>	
10	Lowell	\$403.16	<b>\$407.19</b>	
11	Myers-Wilkins	\$371.63	<b>\$375.35</b>	
12	Ordean East MS	\$374.13	<b>\$377.87</b>	
13	Piedmont	\$379.20	<b>\$382.99</b>	
14	Rockridge	\$276.08	<b>\$278.84</b>	
15	Stowe	\$276.08	<b>\$278.84</b>	
<i>Total</i>		\$5,542.74	<b>\$5,598.17</b>	

(1.0% increase over FY21 contract)

*Estimated Annual Amount of Quote*      \$5,598.17

Insurance Received <input type="checkbox"/>	DocuSigned by: <i>Mark Hassel</i> 9DEB060C056A482	4/30/2021
Acceptance of 2021/2022 Contract	<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	<i>signature</i> <i>Cathy Erickson</i>	<i>date</i> 5/2/21



# PERSONAL PROPERTY AUCTION CONTRACT



## Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 10 day of MAY, 2021 between

ISD 709  
of \_\_\_\_\_, hereafter called Seller,  
and NORDIC AUCTION CO., Inc. hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn, auctioneer shall receive full commission on the item. If auction is cancelled by seller, all advertising expense and cost of cancelled ads plus any other incurred expenses will be paid to Nordic Auction Co., Inc.

The auction is to be held at (26th) 330 GARFIELD AV. Duluth, MN.

on the 10th day of JUNE, 2021. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none WRITE NONE) NONE

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance
		<u>NONE</u>	

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee —

Cashier's Fee —

Other Personnel —

Advertising Actual

Other —

(x) [Signature]  
(Auctioneer's Signature)

(x) [Signature]  
(Seller's Signature) (Telephone)



(x) \_\_\_\_\_  
(Seller's Signature) (Telephone)

April 14, 2021

Stretar Masonry & Concrete Company, Inc.  
Attn: David Greske  
5719 Roosevelt Street  
Duluth, MN 55807

**Re: Bid #1285 – District-Wide Annual Bricklayer Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Greske:

Attached please find a copy of the Agreement between ISD #709 and Stretar Masonry & Concrete Company, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 21, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2021.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



# CONTRACT

## BRICKLAYER LABOR

119

### Bid #1285

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor:	<b>Stretar Masonry &amp; Concrete Company, Inc.</b>		
Contact:	David Greske		
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807		
Phone:	218-624-4824	fax	218-624-4825
Correspondence Email Address	stretar@stretarmasonry.com		
Emergency Contact & Phone Number	William Kero 218-624-4824		

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 <b>Second Year</b>	FY23 <i>Third Year</i>
FOREMAN	\$94.40	<b>\$95.34</b>	
JOURNEYMAN	\$88.55	<b>\$89.44</b>	
APPRENTICE	\$81.25	<b>\$82.06</b>	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

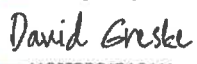

#### OVERTIME HOURLY RATE

FOREMAN	\$122.00	<b>\$123.22</b>	
JOURNEYMAN	\$113.00	<b>\$114.13</b>	
APPRENTICE	\$104.50	<b>\$105.55</b>	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

*(1.0% increase over FY21 contract)*

*Estimated Annual Amount of Bid*     **\$53,368.40**

Insurance Received: <input type="checkbox"/>		
Acceptance of 2021/2022 Contract:	DocuSigned by:  <small>11C07DBC1DAG441...</small>	5/6/2021
	<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson:	 <small>signature</small>	5/12/21
CFO/Executive Director of Business Services	<i>signature</i>	<i>date</i>

April 25, 2021

Thyssenkrupp Elevator  
Attn: Melvin Smith  
4511 West First Street, Suite 2  
Duluth, MN 55807

**Re: Bid #1286 – District-Wide Annual Elevator Service - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Paumen:

Attached please find a copy of the Agreement between ISD #709 and Thyssenkrupp Elevator for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2022.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities



# CONTRACT

## ELEVATOR SERVICE - Bid #1286

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

121

<b>Contractor: Thyssenkrupp Elevator</b>		
Contact: Eric Paumen		
Address: 4511 West First Street, Suite 2, Duluth, Minnesota 55807		
Phone: 612-244-9858		
Correspondance Email Address	eric.paumen@thyssenkrupp.com	
Emergency Contact & Phone Number	Central Region Dispatch	800-759-3538

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 <i>Third Year</i>
Mechanic in Charge	\$197.00	\$198.97	
Mechanic	\$175.00	\$176.75	
Apprentice 4th Year	\$140.00	\$141.40	
Apprentice 3rd Year	\$122.50	\$123.73	
Apprentice 2nd Year	\$113.80	\$114.94	
Apprentice 1st Year	\$96.30	\$97.26	
Probation Apprentice	\$87.50	\$88.38	
Helper	\$122.50	\$123.73	

OVERTIME HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 <i>Third Year</i>
Mechanic in Charge	\$335.00	\$338.35	
Mechanic	\$597.50	\$603.48	
Apprentice 4th Year	\$238.00	\$240.38	
Apprentice 3rd Year	\$208.25	\$210.33	
Apprentice 2nd Year	\$193.00	\$194.93	
Apprentice 1st Year	\$164.00	\$165.64	
Probation Apprentice	\$148.75	\$150.24	
Helper	\$208.25	\$210.33	

HOLIDAY HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 <i>Third Year</i>
Mechanic in Charge	\$394.00	\$397.94	
Mechanic	\$350.00	\$353.50	
Apprentice 4th Year	\$280.00	\$282.80	
Apprentice 3rd Year	\$245.00	\$247.45	
Apprentice 2nd Year	\$228.00	\$230.28	
Apprentice 1st Year	\$193.00	\$194.93	
Probation Apprentice	\$175.00	\$176.75	
Helper	\$245.00	\$247.45	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

**TECHNICIAN:** Vendor shall only use factory trained personnel to work on boilers.

**SERVICE COST PER BUILDING**

1	Congdon Park ES	\$900.00	\$909.00	
2	Congdon Park ES Lift	\$900.00	\$909.00	
3	Denfeld HS	\$900.00	\$909.00	
4	Denfeld HS	\$900.00	\$909.00	
5	East HS	\$900.00	\$909.00	
6	HOCHS	\$900.00	\$909.00	
7	Homecroft ES	\$900.00	\$909.00	
8	Laura MacArthur ES	\$900.00	\$909.00	
8a	Laura MacArthur ES	\$900.00	\$909.00	
9	Lester Park ES	\$900.00	\$909.00	
10	Lincoln Park MS	\$900.00	\$909.00	
12	Myer-Wilkins ES	\$900.00	\$909.00	
15	Ordean East MS - South	\$900.00	\$909.00	
16	Ordean East MS - North	\$900.00	\$909.00	
17	Piedmont ES	\$900.00	\$909.00	

*Total Amount*    \$13,500.00    **\$13,635.00**

(1.0% increase over FY21 contract)

*Estimated Annual Amount Bid*    \$46,290.52

Insurance Received <input type="checkbox"/>	DocuSigned by: <i>Melvin Smith</i> <small>71E718DDA60DMS</small> <i>signature</i>	5/19/2021 <i>date</i>
Acceptance of 2021/2022 Contract	<i>Cathy Erickson</i> <i>signature</i>	5/19/21 <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		

# Memorandum

**To:** Cathy Erickson  
CFO, Executive Director of Business Services  
Dave Spooner  
Manager of Facilities Management

**From:** Matt Johnson  
Health, Safety & Environmental Coordinator

**Date:** May 20, 2021

**Re:** Recommendation for District-Wide Online SDS Database

The district has maintained all of our SDS online utilizing a database. This database is a service that we contract through Velocity EHS. The continued usage of this database is necessary to fulfill requirements related to maintaining chemical inventory records. These requirements are imposed on us by OSHA and MNOSHA.

## Recommendation

After review and if you concur, please sign the attached form. The attached form is a 3-year service agreement. We will be invoiced annually for this service. This will cover our needs until 2024.

Enclosure(s)  
Velocity EHS Customer Order Form

222 Merchandise Mart Plaza, Suite 1750  
Chicago, IL 60654  
Ph: 312.881.2000  
Fax: 866.590.4961  
Tax ID #: 04-3626476

**Contract Number:** RS-104971  
**Issued Date:** 4/28/2021  
**Issued By:** Lauren Bolnius  
**Offer Valid Through:** 5/28/2021

**Customer Information**

**Customer:** Independent School District 709  
**D-U-N-S® Number:** 071501092

**Attn:** Matthew Johnson  
**Address:** 215 N 1ST Ave E  
Duluth, MN 55802-2058

**Terms and Conditions**

**Related Contract:** Not Applicable  
**Contract Start Date:** 7/16/2021  
**Contract End Date:** 7/15/2024  
**Initial Term:** 3 Years  
**Coverage:** 15 Location(s)

**Payment Terms:** Net 30  
**Billing Frequency:** Annually, in advance  
**Initial Invoice Due:** 7/16/2021  
**Annual Price Adjustment:** 3.0%

**Chemical Management**

Subscriptions					
Item	Qty	Year 1	Year 2	Year 3	
HQ Account	1	\$3,499.00	\$3,604.00	\$3,712.00	
Additional Management Licenses - HQ	1	\$0.00	\$0.00	\$0.00	
<b>Total</b>		<b>\$3,499.00</b>	<b>\$3,604.00</b>	<b>\$3,712.00</b>	

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

**Independent School District 709**

**Signature:**

---

**Name:** Catherine A. Erickson

---

**Title:** CFO

---

**Date:** 5/25/21

---

**VelocityEHS**

**Signature:**

---

**Name:** Michael Bruffey

---

**Title:** Digitally signed by Michael Bruffey

---

**Date:** 2021.06.01 09:23:19 -05'00'

---

05-E-005-865-352-305-000

**(M)SDS Management Base subscription pricing includes:**

- 1 annual HQ subscription(s) for the Customer and its employees included within the Coverage of this agreement.
- A Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for 250.00 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Access to eBinder and MSDSONline database search from the SDS/Chemical Management mobile application.
- Access to the MSDSONline Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for 200 USD; additional MSDS Uploads may be purchased in bundles of (100) for 200 USD.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click [here](#).

**Fees:**

All Year One (1) fees are in USD and unless otherwise noted, become due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract Start Date reflects the subscription "anniversary date"; Subsequent yearly fees, determined by adding the annual price adjustment to the preceding year's recurring fees, will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.

April 26, 2021

Waste Management  
Attn: Joanne Gilbertson  
3101 W. Superior Street  
Duluth, MN 55806

**RE: QUOTE #4314 – District-Wide Refuse Removal and Recycling Services - Third Year of Contract (Second of Two Renewable Years)**

Dear Ms. Gilbertson:

Attached please find a copy of the Agreement between ISD #709 and Waste Management for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **January 1, 2022.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities



# CONTRACT

## REFUSE REMOVAL AND RECYCLING SERVICES - Quote #4314

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor:	<b>Waste Management</b>
Contact:	Joanne Gilbertson
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	218-624-8417      Fax: 218-624-0934
Correspondence Email Address: <a href="mailto:jjgilber6@wm.com">jjgilber6@wm.com</a>	
Emergency Contact & Phone Number: Joanne Gilbertson 218-391-1748	


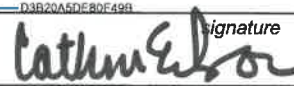
Building	container quantity	per wk/year	FY20 First Year	FY21 Second Year	FY22 Third Year
Congdon Park	1/6 yd	2/40	\$38.67	\$39.25	<b>\$39.64</b>
Denfeld HS	1/6 yd	2/40	\$38.67	\$39.25	<b>\$39.64</b>
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	<b>\$39.64</b>
Denfeld HS	1/8 yd	3/40	\$51.56	\$52.33	<b>\$52.86</b>
PS Stadium	1/6 yd	1/40	\$38.67	\$39.25	<b>\$39.64</b>
East HS	2/6 yd	3/40	\$38.67	\$39.25	<b>\$39.64</b>
Stadium	29/96 g	1/40	\$38.67	\$39.25	<b>\$39.64</b>
Stadium	1/6 yd	1/40	\$234.52	\$238.04	<b>\$240.42</b>
Facilities (STC)	1/6 yd	1/52	\$38.67	\$39.25	<b>\$39.64</b>
HOCHS	1/6 yd	2/52	\$38.67	\$39.25	<b>\$39.64</b>
Homecroft	2/6 yd	1/40	\$38.67	\$39.25	<b>\$39.64</b>
Lakewood	2/6 yd	1/40	\$38.67	\$39.25	<b>\$39.64</b>
Laura MacArthur	1/6 yd	2/40	\$38.67	\$39.25	<b>\$39.64</b>
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	<b>\$39.64</b>
Lester Park	1/6 yd	2/40	\$38.67	\$39.25	<b>\$39.64</b>
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	<b>\$39.64</b>
Lincoln Park MS	2/6 yd	3/40	\$38.67	\$39.25	<b>\$39.64</b>
Lowell	1/6 yd	3/40	\$38.67	\$39.25	<b>\$39.64</b>
Myers-Wilkins	1/6 yd	3/40	\$38.67	\$39.25	<b>\$39.64</b>
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	<b>\$39.64</b>
Ordean East MS	2/6 yd	5/40	\$38.67	\$39.25	<b>\$39.64</b>
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	<b>\$39.64</b>
Piedmont	1/6 yd	2/40	\$38.67	\$39.25	<b>\$39.64</b>
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	<b>\$39.64</b>
Rockridge	1/6 yd	1/40	\$38.67	\$39.25	<b>\$39.64</b>
Stowe	1/6 yd	1/40	\$38.67	\$39.25	<b>\$39.64</b>
Summer Program	1/6 yd	1/12	\$38.67	\$39.25	<b>\$39.64</b>
Transportation	1/4 yd	1/52	\$25.78	\$26.17	<b>\$26.43</b>
<b>Total</b>			<b>\$80,740.07</b>	<b>\$81,951.17</b>	<b>\$82,770.68</b>

### RECYCLING SERVICES

Cardboard per container	\$15.90	\$16.14	<b>\$16.30</b>
Paper per container	\$3.00	\$3.05	<b>\$3.08</b>
Confidential Recycling per bin	\$18.33	\$18.61	<b>\$18.79</b>
<b>Total</b>	<b>\$13,975.00</b>	<b>\$14,184.62</b>	<b>\$14,326.47</b>

(1.5% increase over FY20 and 1.0% increase over FY21)

Estimated Annual Amount of Quote    **\$97,097.15**

Insurance Received <input type="checkbox"/>	DocuSigned by:  D3B20A5DF80E49B	5/6/2021
Acceptance of 2021/2022 Contract	 signature	date 5/12/21
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	signature	date



## CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** dated this 20th day of May, 2021

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Terch & Associates, LLC

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Terch & Associates, LLC (the “Parties”) entered into the contract (the “Contract”) signed February 4, 2021, for the purpose providing investigative services.
- 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. Reimbursement. Original reimbursement was not to exceed \$10,000.00. This amendment would increase the not to exceed amount to \$20,000.00.

**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**


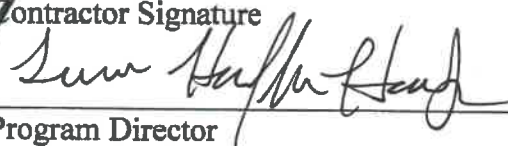
3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

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.

  
 Contractor Signature \_\_\_\_\_ SSN or EIN \_\_\_\_\_  
  
 Program Director \_\_\_\_\_

5/20/21  
 Date  
 5/24/21  
 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), (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:**

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

01	E	012	105	000	305	105
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 \_\_\_\_\_

5/25/21  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Playcare, 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 April 30, 2021 and shall remain in effect until May 28, 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 [REDACTED] Individualized Education Program (IEP)

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2501 Woodland Avenue, Duluth, MN 55803.**

The approximate date the service will begin is **April 30, 2021** and shall not extend beyond **May 28, 2021**; the contract not to exceed a total of **13 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$200.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 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 \$200.00 monthly and \$200.00 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 Concordia Community Arts Playcare, 2501 Woodland Avenue, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

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*Duluth Campus*

*College in the Schools  
Office of the Registrar*

*139 Darland Admin Bldg  
1049 University Drive  
Duluth, Minnesota 55812*

May 13, 2021

Jen Larva, Director of Curriculum and Instruction  
Cathy Erickson, CFO/Executive Director of Business Services  
Duluth Public Schools  
215 North 1st Avenue East  
Duluth, MN 55802

Dear Jen Larva and Cathy Erickson:

The Memorandum of Agreement between the University of Minnesota Duluth and Independent School District 709 for 2021-2022 is enclosed for signatures. Please review the addendum and make any necessary changes. If you agree to the memorandum, please type your name or provide an E-Signature with your approval on page 2 of the document.

Thank you for partnering with UMD's College in the Schools program. You and your dedicated teachers provide rigorous learning opportunities for your students. I appreciate your efforts to enhance the education of Minnesota students.

Sincerely,

Carla Boyd  
Director, College in the Schools Program  
139 Darland Administration Building  
1049 University Drive  
Duluth, MN 55812-3000

218-726-8795  
clboyd@d.umn.edu

cc:

John Magas, Superintendent  
Anthony Bonds, Assistant Superintendent  
Adrian Norman, Academic Excellence Online High School Principal  
Chris Vold, Academic Excellence Online High School Coordinator  
Tom Tusken, Denfeld High School Principal  
Danette Seboe, Duluth East High School Principal  
Joan Lancour, Assistant to the Director of Curriculum and Instruction  
Nichele Canavan, Assistant to the Assistant Superintendent  
Melinda Thibault, Assistant to the Superintendent  
Jackie Dolentz, Assistant to the CFO/Executive Director of Business Services  
Jill Lofald, School Board Chair

**MEMORANDUM OF AGREEMENT**  
**between the University of Minnesota Duluth**  
**and Independent School District 709**  
**Term of Agreement: 2021-2022**

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By this agreement, the University of Minnesota Duluth College in the Schools (CITS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public Schools agrees to partner with UMD CITS for the academic year 2021-2022 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. High-potential students who do not meet the GPA or grade level requirements may be allowed to enroll in CITS classes with the permission of the CITS teacher and the high school guidance counselor. A UMD CITS Program and Registration Exception form must be submitted to UMD from the high school. The University of Minnesota CITS program director has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth.
- Adhere to UMD's enrollment limits to no more than 40 students per CITS class section except where otherwise noted that maximums may be reduced due to pedagogical best practices. Example includes college writing (UMD WRIT 1120) in which the maximum enrollment per class is 25 students.
- Provide UMD CITS program staff with a copy of the final class syllabi each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development. Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval.
- In accordance with the National Alliance of Concurrent Enrollment Partnerships (NACEP), student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources ; and
- Share course evaluations per term, along with generalized CITS survey and research information.

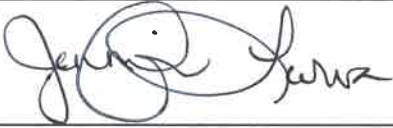

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course based on the UMD CITS class lists printed after the UMD student course cancellation/add deadline (see Addendum A for course listing). UMD will bill ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in December.
- Spring semester and all year student enrollments are final in April and are billed in May.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public Schools may be amended and/or expanded in each succeeding year.

**APPROVALS:**

Title	Name	E-Signature	Date
UMD Associate Vice Chancellor for Academic Affairs	Gerald Pepper		
UMD College in the Schools Program Director	Carla L Boyd		
Duluth Public Schools Director of Curriculum & Instruction	Jen Larva		5/13/21
Duluth Public Schools CFO/Executive Director of Business Services	Cathy Erickson		5/19/21

- cc:
- John Magas, Superintendent
  - Anthony Bonds, Assistant Superintendent
  - Adrian Norman, Academic Excellence Online High School Principal
  - Chris Vold, Academic Excellence Online High School Coordinator
  - Tom Tusken, Denfeld High School Principal
  - Danette Seboe, Duluth East High School Principal
  - Joan Lancour, Assistant to the Director of Curriculum and Instruction
  - Nichele Canavan, Assistant to the Assistant Superintendent
  - Melinda Thibault, Assistant to the Superintendent

01-E-005-211-000-305-200

**Addendum A**  
**2021-2022 List of UMD CITS Courses**  
**To Be Offered in ISD 709 Duluth Public Schools**

<b>Course Title</b>	<b>Course #</b>	<b>Credits</b>	<b>Maximum Class Size</b>	<b>CITS Teacher(s)</b>
Calculus I*	MATH 1296	5	40	Jennifer Ahern William Garnett Peter Graves Ed Lewis Timothy White
College Writing	WRIT 1120	3	25	Stephanie Mickle Joe Schingen Stuart Sorenson
Economics and Society	ECON 1003	3	40	Richard Updegrove Gina Hollinday
Intermediate German I	GER 1201	4	40	Lynn Hinzmann Emily Lull
Intermediate German II	GER 1202	4	40	Lynn Hinzmann Emily Lull
Intermediate Spanish I	SPAN 1201	4	40	Jeanna Aldridge Kimberly Kroll Strukel
Intermediate Spanish II	SPAN 1202	4	40	Jeanna Aldridge Kimberly Kroll Strukel
Introduction to Literature	ENGL 1907	3	40	Greg Jones Maria Macioce
Introduction to Sociology	SOC 1101	4	40	Catherine Nachbar Adair Ballavance Gina Hollinday
Weight Training	PE 1616	1	40	Joseph Hietala

*\*All-year course*

**Dated the 26th day of April, 2021 to the  
MASTER SERVICES AND PRODUCT SALES AGREEMENT  
Between CDW Government LLC  
and  
Duluth Public Schools  
("Agreement")**

**Statement of Work for Standalone Google Cloud Services**

This Statement of Work ("Statement of Work" or "SOW") is made and entered into on April 26, 2021 (the "SOW Effective Date") by and between the CDW Government LLC ("Seller") and Duluth Public Schools ("Customer") (each a "Party").

**SERVICES DESCRIPTION**

**Description of Google Cloud Services**

The Google cloud services made available by Seller for Customer under this Statement of Work ("Google Cloud Services") shall consist of the following:

- Google Cloud Platform

The Google Cloud Services are subject to the terms of the Addendum for Standalone Google Cloud Services attached to this SOW as Exhibit A, to which the Parties agree to be bound. Seller is not providing "Services" under this SOW at that term is defined in the Agreement.

**Services Fees**

The total fees for Google Cloud Services under this SOW (collectively, "Services Fees") are as follows:

- The monthly fees for the Google Cloud Services consumed by the Customer are estimated at \$500.
- Invoiced amount will be based on the Customer's actual consumption of Google Cloud Services to be invoiced monthly in arrears.

The Services Fees are exclusive of applicable taxes. Seller shall invoice Customer for the Google Cloud Services and for any applicable taxes in accordance with the Agreement. The Parties agree that there will be no travel required in connection with the Google Cloud Services. Therefore, neither travel time nor direct expenses will apply to the Google Cloud Services.

**Service Specific Terms**

The Google Cloud Platform Services Schedule is attached as part of the Google Cloud Master Terms, which terms are attached as Attachment 1 to the Addendum for Standalone Google Cloud Services.

**Contact Person(s)**

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.

The Customer Contact Person is authorized to approve Google Cloud Services made available 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.

The Parties' Contact Persons shall be authorized to approve changes to the Google Cloud Services under this SOW.

## Term and Termination

This SOW will be effective as of the date of Seller's signature and will be for a term of one (1) year (the "Initial Term").

This SOW will automatically renew for additional one (1) month terms (each a "Renewal Term") unless either party provides the other party with a notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term at then current Services Fees.

Notwithstanding anything in the Agreement to the contrary, the Parties agree that they shall have the following termination rights and obligations relative to this SOW:

1. **Breach.** Seller and Customer may terminate this SOW if the other Party materially breaches any of its obligations under this SOW and such breach is not cured within thirty (30) days of breaching Party's receipt of written notice specifying the breach, or if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
2. **Convenience.** Either Party may terminate this SOW for convenience by providing sixty (60) days' written notice of such termination to the other Party.

## Additional Terms, Limitations and Disclaimers

Seller may change all or any portion of the infrastructure and IT systems and tools used to provide the Google Cloud Services at any time if Seller, in its sole discretion, determines such change is necessary or desirable, but Seller agrees to perform modification(s) in a manner that does not result in any permanent, materially adverse alteration to the Google Cloud Services provided to Customer under this SOW.

Notwithstanding anything in the Agreement to the contrary, subject to the limited rights expressly granted hereunder, Seller reserves, for itself and on behalf of Google LLC and its affiliates, all rights, title and interest in and to the Google Cloud Services, including all related systems and intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

## Change Orders

A change order to this SOW ("Change Order") will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

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.

## Miscellaneous and Signatures

This SOW shall be governed by the Master Services and Product Sales Agreement between CDW Government LLC and Duluth Public Schools dated April 26, 2021 (the "Agreement"). All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. Where a conflict exists between the documents comprising the SOW, the following descending order of precedence applies: (a) Addendum for Standalone Google Cloud Services, (b) Statement of Work, and (c) the Agreement. 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. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the Parties below have read and understood this SOW and agree to be bound by it, each Party has caused this SOW to be signed and transferred by its respective authorized representative.

**CDW GOVERNMENT LLC**

**DULUTH PUBLIC SCHOOLS**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: Catherine Erickson  
 Name: Catherine A. Erickson  
 Title: CFO  
 Phone: 218.336.8704  
 E-mail: catherine.erickson@isd709.org  
 Date: 05/12/21

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

*Mailing Address:*  
 Street: 215 N. 1st Ave E  
 City/ST/ZIP: Duluth, MN 55802  
 Billing Contact: ap.vendor@isd709.org  
 Street: same  
 City/ST/ZIP: same

01-E-012-108-000-305-000

This Addendum for Standalone Google Cloud Services ("Addendum") forms part of the Statement of Work 74502201 ("SOW") to the Master Services and Product Sales Agreement dated April 26, 2021 (the "Agreement") between [CDW Government, LLC] ("CDW") and Duluth Public Schools ("Customer"). The effective date of this Addendum is April 26, 2021 ("Addendum Effective Date").

## **1. GOOGLE CLOUD SERVICES**

- 1.1. CDW and its affiliates have a reseller relationship with Google LLC and its affiliates ("Google"). As part of such arrangement, CDW is authorized to resell the Google cloud services to Customer as standalone products without any other products or services ("Google Cloud Services").
- 1.2. If required by the Agreement or SOW, Customer hereby approves of CDW's use of Google as an authorized subcontractor. Google is an independent contractor and is not to be deemed to be an employee, agent, or authorized representative, partner or joint venture of CDW.
- 1.3. By entering into this Addendum, Customer acknowledges that Customer's use of the Google Cloud Services is governed by this Addendum, the SOW and the Agreement, and not by the terms of an agreement with Google. CDW will be solely responsible for account-related activities including billing and collecting fees from Customer. Customer further acknowledges that CDW is not making any representations, warranties, or guarantees with respect to the Google Cloud Services on Google's behalf, and that CDW is not holding itself out as an agent of Google.
- 1.4. By entering into this Addendum, Customer further acknowledges that Customer's use of the Google Cloud Services is governed by the Google Cloud Master General Terms and Google Cloud Platform Services Schedule, together attached to this Addendum as Attachment 1 ("Master Terms"). Google is an express third-party beneficiary of the Master Terms. The Master Terms do not create a contract between Google and Customer but rather create a contract between CDW and Customer. CDW will have the rights and obligations of both the Reseller and Google under the Master Terms. Google will perform the Google-identified obligations as CDW's subcontractor.

## **2. LIMITATIONS ON USE OF GOOGLE CLOUD SERVICES**

- 2.1. This Addendum authorizes Customer's use of Google Cloud Services only where Customer is the end user of the Google Cloud Services. Customer may not re-distribute the Google Cloud Services. Customer represents and warrants that Customer is buying the Google Cloud Services for Customer's own internal use and not for resale.

## **3. USE OF GOOGLE CLOUD SERVICES**

- 3.1. Customer may access and use the Google Cloud Services in accordance with this Addendum (which includes the Master Terms), the SOW and Agreement. Customer may not use the Google Cloud Services in any manner or for any purpose other than as expressly permitted by this Addendum.
- 3.2. Google reserves the right to review Customer Materials and Customer's use of the services where Google reasonably believes any such materials or use does not comply with Google's acceptable use policy. "Customer Materials" means any and all data, including Customer personal data, that Customer or its End User (in each case either directly or at its direction) transfers to Google via the Google Cloud Services.
- 3.3. Except as provided in a SOW, Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Materials. For example, Customer is solely responsible for the technical operation of Customer Materials transferred to CDW or Google by Customer or an End User in connection with Customer's or any End User's use of the Google Cloud Services and for properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Customer Materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act. Customer represents and warrants to CDW that Customer or Customer's licensors own all right, title, and interest in and to Customer Materials.
- 3.4. Customer is responsible for properly configuring and using the Google Cloud Services and taking its own steps to maintain appropriate security, protection and backup of Customer Materials, which may include the use of encryption technology to protect Customer Materials from unauthorized access and routinely archiving Customer Materials.
- 3.5. Customer is deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take,

including its End Users, related to the Google Cloud Services. "End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Materials; or (b) otherwise accesses or uses the Google Cloud Services through Customer. Customer is responsible for End Users' use of Customer Materials and the Google Cloud Services. Customer will ensure that all End Users comply with Customer's obligations under this Addendum and that the terms of Customer's agreement with each End User are consistent with this Addendum. If Customer becomes aware of any violation of its obligations under this Addendum by an End User, Customer will immediately terminate such End User's access to Customer Materials and the Google Cloud Services.

- 3.6. In connection with this Addendum, Customer will comply with all applicable laws, rules or regulations, including to the extent applicable public procurement laws, Export Laws, Anti-Bribery Laws, Non-European Data Protection Legislation and European Data Protection Legislation (as such terms are defined in the Data Processing and Security Terms), and not make any facilitation payments (i.e., payments to induce officials to perform routine functions they are otherwise obligated to perform), or otherwise by acts or omissions place the other party in violation of applicable laws in performing its obligations under this Agreement. "Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, which prohibit corrupt offers of anything of value, either directly or indirectly, anyone including government officials to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employees; candidates for public office; and employees of government-owned or government-controlled companies, public international organizations, and political parties. "Export Laws" means all applicable export and re-export control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

#### **4. SUPPORT**

- 4.1. CDW will provide support for the Google Cloud Services as described in the SOW. If CDW provides support directly to Customer (instead of reselling Google support to Customer), Customer will not open support cases directly with Google. If Google's assistance is required, CDW will escalate to Google as needed.

#### **5. GOOGLE'S RIGHTS**

- 5.1. Customer acknowledges that Google may do any of the following, or direct CDW to do any of the following, which will change, modify or otherwise affect the scope of the Google Cloud Services provided by CDW under this Addendum. CDW will have no liability to Customer for any such actions taken by Google or by CDW at Google's direction. CDW will use commercially reasonable efforts to notify Customer in advance if CDW knows any such actions are to be taken by Google.
- 5.1.1. Google may exercise any right expressly granted to Google (or direct CDW to take such action on its behalf) under the Master Terms.
  - 5.1.2. Google may remove a territory (e.g., state, country or region) from which the Google Cloud Services may be offered. Any such removal of a territory will remove such territory from the scope of this Addendum, as applicable.
  - 5.1.3. Google may suspend or terminate CDW's right to sell the Google Cloud Services or CDW's right to access or use the Google Cloud Services. Any such suspension or termination will suspend the provision of or remove such Google Cloud Services from the scope of this Addendum, as applicable.
  - 5.1.4. Google may suspend or terminate CDW's or Customer's ability to submit orders for new services.
  - 5.1.5. Google may be unwilling or unable to resolve technical support issues that CDW has escalated to Google.
  - 5.1.6. Google may remove or disable access to content that violates the acceptable use policy, and may require CDW's assistance in doing so.
  - 5.1.7. Google may add new features or functionality to, or remove existing features or functionality from, the Google Cloud Services. The use of new features or functionality may be contingent upon agreement to additional terms.
  - 5.1.8. Google may send direct communications to Customer related to the terms of its agreements or the operation or delivery of the Google Cloud Services, such as for (a) the continuation of Google Cloud Services without CDW

as the reseller, (b) the execution of any non-standard Customer orders, (c) purposes related to the provisioning of the product(s) to Customers' accounts, including in relation to any product updates or security incidents, (d) notifying Customer of available options to maintain continuity in product provisioning, and (e) conducting customer service and satisfaction surveys. Customer hereby consents to receive such communications. 144

5.1.9. Google may process usage data related to Google Cloud Services accounts.

5.2. If CDW's performance of any of its obligations relating to the Google Cloud Services is prevented, hindered or delayed due to acts or omissions of Google, then CDW's non-performance will be excused, provided that CDW uses commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means.

5.3. Customer will remain liable to CDW if Google terminates or suspends Customer's Google Cloud Services due to the acts or omissions of Customer.

## **6. CUSTOMER OBLIGATIONS**

6.1. Customer will cooperate in good faith with CDW in CDW's investigation into any complaints concerning the Google Cloud Services and in any audit requested by Google.

6.2. Promptly after the Addendum Effective Date, Customer will provide CDW with Customer's company name, business contact information, project IDs associated with Customer's Google accounts, and the country and postal code of Customer's headquarters. Company hereby authorizes CDW to provide this information to Google.

6.3. Customer will maintain up-to-date notice addresses in order to receive notices from CDW regarding the Google Cloud Services that may affect Customer.

## **7. FEES AND TAXES**

7.1. Customer will pay for the Google Cloud Services as described in the Agreement and SOW, except that if any taxes (for example, international withholding taxes) are required to be withheld on any payment by Customer, Customer will pay such additional amounts as are necessary so that the net amount received by CDW is equal to the amount then due and payable. CDW will provide Customer with such tax forms as are reasonably requested to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made for the Google Cloud Services. Customer will reimburse CDW for any interest charges levied by Google that are attributable to Customer's failure to pay CDW.

## **8. DATA PRIVACY AND SECURITY**

8.1. The sections of the Agreement and SOW (to the extent applicable) governing the privacy and security of Customer's data will not apply to the Google Cloud Services and Customer Materials and will be superseded in their entirety by the terms and conditions set forth in this Section 8.

8.2. CDW will ensure that Google abides by the Data Processing and Security Terms. "Data Processing and Security Terms" means the terms at <https://cloud.google.com/terms/data-processing-terms/partner>, as may be updated by Google from time to time. Customer will obtain and maintain any required consents necessary to permit the processing of Customer Materials under this Addendum.

8.3. In lieu of any other rights Customer may have with respect to an audit of the Google Cloud Services, Customer will be entitled to the rights described in this paragraph. To the extent Google provides CDW with access to Google's third-party security audits annually (e.g., SOC 1 Type 2/ SOC 2 Type 2 reports) under the Data Processing and Security Terms, then upon request by Customer, CDW will use commercially reasonable efforts to obtain Google's permission for these audits to be shared with Customer. For the avoidance of doubt, it will not constitute a breach of CDW's obligations pursuant to this Section 8 if exceptions are identified in any SOC 1 Report or SOC 2 Report (or, in either case, its equivalent).

8.4. If CDW has actual knowledge of the unauthorized access to or acquisition of any record containing Customer Materials that is subject to applicable data breach notification law, CDW will (a) promptly notify Customer, as required by applicable law, and (b) take commercially reasonable measures to address the breach in a timely manner.

8.5. Google is a processor, and Customer is the controller of its data, as the terms "controller", "processed", "processor" and

## 9. WARRANTIES AND INDEMNITIES

- 9.1. Each party represents and warrants to the other that: (a) it will comply with all applicable laws, rules, regulations and ordinances in the performance of this Addendum, including but not limited to import, re-import, export and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control; (b) its performance hereunder does not breach any other agreement to which it is bound; (c) it has the full power and authority to enter in and perform this Addendum; and (d) the execution and delivery of this Addendum has been duly authorized. Notwithstanding the foregoing set forth in subpart (a) above, Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Google Cloud Services, including (i) any transfer and processing of Customer Materials; (ii) the provision of Customer Materials to third parties and (iii) specifying the Google region in which any of the foregoing occur.
- 9.2. CDW warrants and represents that it will use commercially reasonable efforts to ensure that (a) those portions of the Google Cloud Services that are of a type ordinarily affected by viruses do not and will not contain or transmit any computer code designed to disrupt, disable, harm or otherwise impede in any matter, including aesthetical disruptions or distortions, the operation of the Google Cloud Services or any Customer system (referred to as “viruses” or “worms”), (b) Google will implement tools and measures designed to prevent the introduction of any viruses, worms, spyware, traps, protecting codes, trap door devices or any other similar devices or mechanisms into the Google Cloud Services that would cause the Google Cloud Services to provide improper access to Customer Materials, disclose Customer Materials to unauthorized parties or damage or corrupt Customer Materials, (c) Google will not directly or through a third party copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code related to the web applications created by Customer using the Google Cloud Services, and (d) Customer’s use of open source components contained in the Software (i) will not require Customer to make available the source code for any proprietary software, and (ii) will not prohibit or limit Customer from charging a fee in connection with distributing the open source software. For any breach of this paragraph, as Customer’s sole and exclusive remedy, CDW will provide the remedies made available by Google in connection with such breach as applicable to Customer.
- 9.3. Customer will defend, indemnify, and hold harmless CDW, its affiliates and licensors (including Google), and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (a) Customer or any End User’s use of the Google Cloud Services in a manner not authorized by this Addendum (including any activities under the Google account and use by Customer’s employees and personnel); (b) any breach of this Addendum or violation of applicable law by Customer or any End User; (c) alleged infringement or misappropriation of any third party rights by Customer Materials, or by the use, development, design, production, advertising or marketing of Customer Materials; or (d) a dispute between Customer and any of its End Users. The foregoing indemnification obligation will not be subject to any limitation of liability contained in the SOW, Agreement, or elsewhere, and will survive termination or expiration of the SOW and Agreement. The indemnified parties are third party beneficiaries of the indemnifying party’s obligations under this paragraph.
- 9.4. If a third party asserts a claim against Customer or its employees, officers, and directors alleging that the Google Cloud Services infringe or misappropriate that third party’s intellectual property rights, CDW will enforce its indemnities on behalf of Customer to the extent CDW is permitted to do so under the terms its agreement with Google. The remedies provided in this paragraph are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Google Cloud Services.
- 9.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, CDW DOES NOT MAKE OR GIVE ANY REPRESENTATION, CONDITION, SERVICE LEVEL, INDEMNITY OR WARRANTY ABOUT THE GOOGLE CLOUD SERVICES, AND THE GOOGLE CLOUD SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, CDW, ITS AFFILIATES AND ITS LICENSORS (INCLUDING GOOGLE) MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE GOOGLE CLOUD SERVICES OR THIRD PARTY SOFTWARE, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE GOOGLE CLOUD SERVICES OR THIRD PARTY

SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY MATERIALS, INCLUDING CUSTOMER MATERIALS OR DATA, OR THIRD PARTY SOFTWARE, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. GOOGLE CLOUD SERVICES ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH GOOGLE CLOUD SERVICES COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT CUSTOMER'S SOLE RISK.

## **10. SUSPENSION**

- 10.1. In addition to suspension rights under the Master Terms, CDW may suspend Customer's or any End User's right to access or use any portion of the Google Cloud Services immediately if CDW determines: Customer is, or any End User is, in breach of its payment obligations or any other obligation of this Addendum; or Customer's or an End User's use of the Google Cloud Services (i) poses a security risk to the Google Cloud Services or any other third party, (ii) may adversely impact the Google Cloud Services or the systems or materials of any other CDW or Google customer, (iii) may subject CDW, Google or any third party to liability, or (iv) may be fraudulent.
- 10.2. If CDW suspends Customer's right to access or use any portion of the Google Cloud Services:
- 10.2.1. Customer remains responsible for all fees and charges Customer incurs during the period of suspension;
- 10.2.2. Customer will not be entitled to any service credits under any service level agreement between CDW and Google, if applicable; and
- 10.2.3. If requested by Customer, Customer will be permitted to retrieve Customer Materials from the Google Cloud Services that are subject to suspension, but only to the extent such retrieval is permitted by Google.

## **11. TERM; TERMINATION; EFFECT OF TERMINATION**

- 11.1. The term of this Addendum will commence on the Addendum Effective Date and will continue until the earlier of (a) termination of the SOW or (b) a termination of this Addendum as set forth in this Section 11.
- 11.2. CDW may terminate this Addendum if (a) there is an act or omission by Customer or any End User for which CDW has a right to suspend, or (b) upon thirty (30) days' notice to Customer in order to comply with applicable law or requirements of governmental entities.
- 11.3. Either party may terminate this Addendum for cause if the other party is in material breach of this Addendum and the material breach remains uncured for a period of thirty (30) days from receipt of notice by the other party. Upon the termination date:
- 11.3.1. All of Customer's rights under this Addendum will immediately terminate; and
- 11.3.2. Customer remains responsible for all fees and charges Customer has incurred for the Google Cloud Services incurred through the effective date of termination.
- 11.4. If requested by Customer, Customer will be permitted to retrieve Customer Materials from the Google Cloud Services after termination, but only to the extent such retrieval is permitted by Google. Customer acknowledges and agrees that Customer will be responsible for exporting, before the term of the Google Cloud Services expires, any Customer Materials it wishes to retain afterwards.

## **12. LIMITATION OF LIABILITY**

- 12.1. Section 10 (Liability) of the Master Terms applies to CDW and Customer with respect to the SOW, this Addendum and the Master Terms, and Section 10.2(c) applies with respect to the indemnification obligations under this Addendum.

## **13. MISCELLANEOUS**

- 13.1. Capitalized terms used but not defined in this Addendum will have the meanings ascribed to them in the Agreement or SOW. In the event of a conflict between this Addendum and the SOW or Agreement, this Addendum will control. The terms of the Master Terms are meant to supplement, not conflict with, the terms of the body of this Addendum. However,

in the event of an irreconcilable difference between the body of this Addendum and the Master Terms, the Master Terms will control. References in this Addendum to a particular website will be deemed to mean the most current version of that website or a successor website, or any related locations designated by CDW or Google, all of which are subject to change without notice. Any terms of this Addendum that expressly survive termination or expiration, or by their nature ought to survive termination or expiration, will survive. 147

## Google Cloud Master General Terms

These Google Cloud Master Terms are comprised of the Google Cloud Master General Terms (“General Terms”), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master General Terms (collectively, the “Terms”).

### Google Cloud Master General Terms

1. **Services.** After the Customer and Reseller and/or Distributor complete and execute an Order Form, (a) Google will provide the Services to Customer in accordance with the Terms, including the SLAs, and (b) Customer may use the Services in accordance with the applicable Services Schedule.
2. **Customer Obligations.**
  - 2.1 **Consents.** Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Terms.
  - 2.2 **Compliance.** Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Terms, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.
  - 2.3 **Use Restrictions.** Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) in a manner intended to avoid incurring Fees; (ii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iii) in a manner that breaches, or causes the breach of, Export Control Laws; or (iv) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.
3. **RESERVED.**
4. **Intellectual Property.**
  - 4.1 **Intellectual Property Rights.** Except as expressly described in the Terms, the Terms do not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.
  - 4.2 **Feedback.** At its option, Customer may provide feedback and suggestions about the Services to Google (“Feedback”). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

## 5. **Confidentiality.**

- 5.1 **Use and Disclosure of Confidential Information.** Subject to the Freedom of Information Act or similar state open records law, the Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Terms, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) regardless of any other provision in the Terms, as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.
- 5.2 **Redirect Disclosure Request.** If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

6. **Marketing and Publicity.** Each party may use the other party's Brand Features in connection with the Terms as permitted in the Terms. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on a mutually agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

## 7. **RESERVED.**

8. **Disclaimer.** Except as expressly provided for in the Terms, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. The Services are not intended to be used for High Risk Activities. Any use of the Services for High Risk Activities by Customer or its End Users will be at Customer's own risk, and Customer will be solely liable for the results of any failure of the Services when used for High Risk Activities.

## 9. **Indemnification.**

- 9.1 **Google Indemnification Obligations.** Google will defend Customer and its Affiliates participating under the Terms ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the

Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

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9.2 Customer Intellectual Property Infringement. If Google is damaged or becomes subject to a Third-Party Legal Proceeding as a result of Customer's infringement of any third-party intellectual property, Google will pursue available remedies under applicable federal, state or local law.

9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Intellectual Property Infringement) will not apply to the extent the underlying allegation arises from (a) Customer's or Google's breach of the Terms or (b) a combination of the Google Indemnified Materials or Customer Materials (as applicable) with materials not provided by Google or the Customer under the Terms, unless the combination is required by the Terms.

9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) is conditioned on the following:

(a) Customer must promptly notify Reseller who will notify Google in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with Google to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, then Google's obligations under Section 9.1 (Google Indemnification Obligations) will be reduced in proportion to the prejudice.

(b) Unless otherwise prohibited by law, Customer must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the Customer may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the Customer to admit liability, pay money, or take (or refrain from taking) any action, will require the Customer's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Terms, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services.

9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 (Indemnification) states the Customer's sole and exclusive remedy under the Terms for any third-

party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

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## **10. Liability.**

### **10.1 Limited Liabilities.**

**(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Terms for any**

- (i) indirect, consequential, special, incidental, or punitive damages or**
- (ii) lost revenues, profits, savings, or goodwill.**

**(b) Each party's total aggregate Liability for damages arising out of or relating to the Terms is limited to the Fees Customer paid under the applicable Services Schedule during the 12-month period before the event giving rise to Liability.**

### **10.2 Unlimited Liabilities. Nothing in the Terms excludes or limits either party's Liability for:**

- (a) subject to Section 8 (Disclaimer), death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;**
- (b) its fraud or fraudulent misrepresentation;**
- (c) its obligations under Section 9 (Indemnification);**
- (d) its infringement of the other party's Intellectual Property Rights;**
- (e) its payment obligations under the Terms; or**
- (f) matters for which liability cannot be excluded or limited under applicable law.**

## **11. Term and Termination.**

**11.1 Term. The Terms, unless they expire or terminate in accordance with the Reseller Agreement or Distribution Agreement, will remain in effect for the contract period described in the applicable Reseller Agreement or Distributor Agreement.**

**11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Terms, Customer may terminate the Terms or an Order Form for convenience prior written notice to Reseller or Distributor.**

**11.3 Reserved.**

**11.4 Effects of Termination. If the Terms terminate or expire, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.**

**11.5 Survival. The following Sections will survive expiration or termination of the Terms: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12**

(Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

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**12. Miscellaneous.**

12.1 Notices. Google will provide notices under the Terms to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Terms to Google by sending an email to [legal-notices@google.com](mailto:legal-notices@google.com). Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Terms.

12.3 Reserved.

12.4 Reserved.

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Terms but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Terms do not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Terms.

12.9 Severability. If any part of the Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.

12.10 No Third-Party Beneficiaries. The Terms do not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Terms will limit either party's ability to seek equitable relief.

12.12 Reserved.

12.13 Amendments. Except as specifically described otherwise in the Terms, any amendment to the Terms must be in writing, expressly state that it is amending the Terms, and be signed by both parties.

12.14 Independent Development. Nothing in the Terms will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Terms, provided that the party does not breach its obligations under the Terms in doing so.

12.15 Reserved.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Terms, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.

12.17 Reserved.

12.18 Reserved.

12.19 Reserved.

12.20 Headers. Headings and captions used in the Terms are for reference purposes only and will not have any effect on the interpretation of the Terms.

### 13. Definitions.

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

“AUP” means Google’s acceptable use policy as defined in the applicable Services Schedule.

“BAA” or “Business Associate Agreement” is an amendment to the Customer’s Reseller Agreement or Distributor Agreement covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party or its Affiliate (“Disclosing Party”) discloses to the other party (“Recipient”) under the Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Customer Application” has the meaning described in the Services Schedule.

“Customer Data” has the meaning described in the Services Schedule (if applicable).

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Distributor” means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

“Distributor Agreement” means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

“Effective Date” means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

**“End User” or “Customer End User”** means an individual that Customer permits to use the Services or a Customer Application.

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**“Export Control Laws”** means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

**“Fees”** means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer’s Reseller Agreement or Distributor Agreement.

**“Google Indemnified Materials”** has the meaning described in the applicable Services Schedule.

**“High Risk Activities”** means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

**“including”** means including but not limited to.

**“Indemnified Liabilities”** means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

**“Intellectual Property” or “IP”** means anything protectable by an Intellectual Property Right.

**“Intellectual Property Right(s)”** means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

**“Legal Process”** means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

**“Liability”** means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

**“Notification Email Address”** has the meaning described in the applicable Services Schedule.

**“Order Term”** means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

**“Prices”** has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

**“Reseller Agreement”** means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of these Terms.

**“Reseller”** means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services through a Distributor to Customer.

**“Service Level Agreement” or “SLA”** has the meaning described in the Services Schedule.

**“Services”** has the meaning described in the applicable Services Schedule.

**“Services Schedule(s)”** means a schedule to the Terms with terms that apply only to the services and software (if applicable) described in that schedule.

**“Services Start Date”** means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

**“Software”** has the meaning described in the Services Schedule (if applicable).

**“Suspend”** or **“Suspension”** means disabling access to or use of the Services or components of the Services.

**“Third-Party Legal Proceeding”** means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

**“Trademark Guidelines”** means Google’s Brand Terms and Conditions described at <https://www.google.com/permissions/trademark/brand-terms.html>.

**“URL”** means a uniform resource locator address to a site on the internet.

**“URL Terms”** has the meaning described in the Services Schedule.

**“Use Restrictions”** means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

## **Google Cloud Master Terms**

### **Google Cloud Platform Services Schedule**

This Google Cloud Platform Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Terms. This Services Schedule applies solely to the services and software described in this Services Schedule. Terms defined in the General Terms apply to this Services Schedule.

#### **1. Using the Services.**

- 1.1 Admin Console. Google (or Reseller or Distributor) will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer may make Customer Applications available to End Users. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.
- 1.2 Ceasing Services Use. Customer may stop using the Services at any time.
- 1.3 Additional Use Restrictions. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

#### **2. Data Processing and Security.**

- 2.1 Protection of Customer Data. Google will only access or use Customer Data to provide the Services ordered by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.
- 2.2 Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by reference into this Services Schedule.

#### **3. Additional Payment Terms.**

- 3.1 Usage and Invoicing. Customer will pay all Fees for the Services and GCP Technical Support Services. Google’s measurement tools will be used to determine Customer’s usage of the Services. Each invoice, which may be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.
- 3.2 Reserved.

3.3 Reserved.

4. **Updates to Services and Terms.**

4.1 Changes to Services.

- (a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.
- (b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.
- (c) Support. Google will continue to provide product and security updates, and Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).
- (d) Backwards Incompatible Changes. Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.

4.2 Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services or functionality.

5. **Temporary Suspension.**

5.1 Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 Limitations on Services Suspensions. If Google Suspends Services, then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent

legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. **Technical Support.** Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.
7. **Copyright.** Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices, at <http://www.google.com/dmca.html>.
8. **Software.**
  - 8.1 **Provision of Software.** Google may make Software available to Customer, including third-party software. Customer may choose to use the Software in connection with Customer's use of the Services. Some Software may be subject to third-party license terms, which Google will provide to Customer.
  - 8.2 **Ceasing Software Use.** If the Terms or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.
9. **Benchmarking.** Customer may conduct benchmark tests of the Services (each a "Test"). Customer may only publicly disclose the results of such Tests if it (a) obtains Google's prior written consent, (b) provides Google all necessary information to replicate the Tests, and (c) allows Google to conduct benchmark tests of Customer's publicly available products or services and publicly disclose the results of such tests.
10. **Survival.** The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 9 (Benchmarking) and Section 12 (Additional Definitions).
11. **Termination of Previous Agreements.** If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and the Terms will govern the provision and use of the Services going forward.
12. **Additional Definitions.**

"Account" means Customer's Google Cloud Platform account.

“Admin Console” means the online console(s) and tool(s) provided by Google to Customer for administering the Services under this Services Schedule.

“AUP” means the then-current acceptable use policy for the Services described at <https://cloud.google.com/terms/aup>.

“Customer Application” means a software program that Customer creates or hosts using the Services.

“Customer Data” means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

“Customer Materials” means Customer Data, Customer Brand Features, Customer Applications, and Projects.

“Data Processing and Security Terms” means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at <https://cloud.google.com/terms/data-processing-terms>.

“GCP Service Specific Terms” means the then-current terms specific to one or more Services or Software described at <https://cloud.google.com/cloud/terms/service-terms>.

“GCP Technical Support Services” or “TSS” means the then-current technical support service provided, if applicable, by Google to Customer under the GCP Technical Support Services Guidelines.

“GCP Technical Support Services Guidelines” or “TSS Guidelines” means the then-current Google Cloud Platform support service guidelines described at <https://cloud.google.com/terms/tssg/>.

“Google API” means any application programming interface provided by Google as part of the Services.

“Google Indemnified Materials” means Google’s technology used to provide the Services and Google’s Brand Features.

“Key Services” means the then-current list of Services described at <https://cloud.google.com/terms/key-services>. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console.

“Prices” means those prices listed in the applicable Reseller Agreement or Distributor Agreement.

“Project” means a grouping of Services configured by Customer via the Admin Console.

“Services” means the then-current services described at <https://cloud.google.com/terms/services>.

“SLA” means the then-current service level agreements described at <https://cloud.google.com/terms/sla/>.

“Software” means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time.

“URL Terms” means the AUP, Data Processing and Security Terms, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.

# SERVICE ORDER



following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

## V. INVOICING; PAYMENT TERMS:

- A. *Invoicing.* Except as expressly provided in Section II above, Involta shall invoice Client as follows:
- i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
  - ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
  - iii. Hardware shall be invoiced when shipped; and
  - iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.
- B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

## VI. TERMS & CONDITIONS:

- A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.
- B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.involta.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.
- C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective date of this Service Order. In the event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

## VII. SUPPLEMENTAL SERVICES:

**SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER**  
**PO Box 1986 Cedar Rapids, IA 52406**  
**Phone 855-364-3061**  
**[www.involta.com](http://www.involta.com)**

# SERVICE ORDER



### III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

### IV. TERM and TERMINATION:

- A. This Service Order is made effective as of the last date shown in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.
- B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").
- C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").
- D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year term at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").
- E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days

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# SERVICE ORDER



## PREPARED FOR:

**Account Name** Duluth Public Schools - ISD  
709

**Contact Name** Bart Smith  
**Billing Address** 215 N 1st Ave E,  
Duluth, Minnesota 55802

**MSA Number** MSA201505114570  
**Contract Term** 36 Months  
**Account Number** 0000004954

## SERVICE ORDER #

Q-00017876

**Proposal Name** Duluth Public Schools - ISD  
709 fiber  
crossconnects  
**Date** 5/20/2021

**Account Manager** Jillian Martin  
**Phone**  
**Email** jmartin@involta.com

## I. SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
			<b>Monthly Recurring Charges</b>	125.00

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	<del>225.00</del>	
			<b>Non- Recurring Charges</b>	225.00

## II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

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# SERVICE ORDER



A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis, when requested and authorized by the Authorized Client Representative. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15<sup>th</sup> and last business day of each month. Fee schedule will be based on the then current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

## VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

## IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

<b>Customer (legal name):</b>	Involta, LLC
<b>Duluth Public Schools - ISD 709</b>	
<b>Individual signing:</b> Catherine A. Erickson	<b>Individual signing:</b> Michelle G. Moran
<b>Signature:</b>	<b>Signature:</b>
<b>Title:</b> CFO	<b>Title:</b> VP
<b>Signing date:</b> 5/25/2021	<b>Signing date:</b> 5/26/2021
<b>Purchase Order #:</b>	
<b>Email (for Notice of Service Start Date):</b>	

01-E-005-108-151-303-011

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**No Cost Contracts Signed  
May 2021**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
True North AmeriCorps	Asst Superintendent	10 AmeriCorps workers for summer school
Children's Dental Services (CDS)	Business Services	Comprehensive school-based dental center services for enrolled school and Headstart students for FY22
Lake Superior Community Health Center (LSCHC)	Business Services	Onsite mental health services for FY22
Minnesota Black Basketball Coaches Association (MBBCA)	East	FY22 varsity boys basketball MBBCA MLK Cultural Games in January 2022
Jostens	Denfeld	RFP-312 Annual Yearbook Denfeld for FY22 (RFP approved at May 2021 Board meeting)
Jostens	East	RFP-313 Annual Yearbook East for FY22 (RFP approved at May 2021 Board meeting)
Luther College	Teaching and Learning	Clinical field experience program for student teaching/observation for FY22
Minnesota State University Mankato	Teaching and Learning	Student teaching program FY22-FY26



# Partner Site Agreement

## True North AmeriCorps

### Minnesota Emergency Response Initiative 2021

The purpose of this agreement is to establish the basic parameters of the Partner Site's participation in AmeriCorps with True North AmeriCorps for the Minnesota AmeriCorps Emergency Response Initiative as submitted with the Partner site application.

True North AmeriCorps, a program of the Duluth Area Family YMCA administers AmeriCorps programs that provide AmeriCorps members as a resource to nonprofits, school districts, and government entities in Northern MN. True North AmeriCorps is hereafter referred to as "TNAC" the Duluth Area Family YMCA is hereafter referred to as "the Y" (302 W 1st St Duluth, MN 55802).

- A. **AmeriCorps:** AmeriCorps is a national service program that engages people in a commitment to service in meeting needs in their local communities.
  
- B. **Minnesota AmeriCorps Emergency Response Initiative:** The Minnesota AmeriCorps Emergency Response Initiative, hereafter referred to as "the Program" or "ERI" is an AmeriCorps program. ServeMinnesota, Reading and Math Inc, the Minnesota Alliance for Youth and TNAC launched the Program. This program is designed to help organizations that need more help than ever to serve our communities, especially in the areas of food insecurity, distance learning, support to help older adults cope with social isolation, and more.
  
- C. **Definitions:**
  - 1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a member.
  
  - 2. **Partner Site.** This is the location where an AmeriCorps member is placed and performs their daily service.
  
  - 3. **Site Supervisor.** Employee of the Partner Site who provides daily on site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
  
  - 4. **Program Staff.** Employee of the Y who provides oversight and management to the Program including, member recruitment/management, site management, and compliance to AmeriCorps regulations.
  
  - 5. **AmeriCorps.** The federal agency that oversees all AmeriCorps programs.
  
- D. **Early termination:** At the Y and TNAC's discretion, the Partner Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Partner Site's awarded members for the current program year.

## PARTNER SITE RESPONSIBILITIES

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- A. **Commitment to the Program Objectives and Model:** The Partner Site agrees to commit to the Program objectives and agrees to implement its COVID-19 AmeriCorps Project Plan as submitted with the Partner site application.
- B. **Submit a Pandemic Operations Plan** Prior to member placement, Partner Sites are required to submit a pandemic operations plan to the program director, Alice Werle [awerle@duluthymca.org](mailto:awerle@duluthymca.org) Failure to provide an adequate plan, clarification when requested, or to carry out the safety procedures as outlined in your plan may result in the removal of your AmeriCorps member.
1. This plan must align with MDH and CDC guidelines and include details of how members, staff, and students will be kept safe. This should include guidelines for people exposed to, showing symptoms of, or waiting for COVID test results, sanitizing procedures, social distancing procedures, and how this information is communicated to others.
  2. Feel free to reference and/or use the Y's Pandemic Operations Plan or more program specific plans as a template for your operations plan.
  3. The Y's Risk and Safety Manager, Cheryl Podtburg, is available as a resource to help translate executive orders and policy into real life language. Contact her directly at [cpodtburg@duluthymca.org](mailto:cpodtburg@duluthymca.org) or 218-722-4745 x115
- C. **AmeriCorps Service Environment**
1. **Safe and inclusive environment:** Provide the AmeriCorps member with a safe and welcoming service environment. Treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc.
  2. **On-Site Training:** Provide the AmeriCorps member with training in how to fulfill the service duties at the Partner site.
  3. **AmeriCorps signage:** Post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.
  4. **Prohibited Activities:** Post the full list of Prohibited Activities provided by Program in the member's workspace.
  5. **Non-displacement:** Ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate indirect service may include filling in for paid staff while on leave, office photocopying, answering phones, running errands, etc.
  6. **Accessibility:** Ensure the Partner Site is accessible to people with disabilities.

7. **Reasonable accommodations:** Work with Program Staff if a member requests reasonable accommodations to perform the essential functions of the AmeriCorps position.
8. **Workspace and computer access:** Provide members with a reasonable workspace (as needed for the member's service), including:
  - i. Access to computer with Internet for Program-related purposes (i.e., completing time sheets, entering data in an online database, checking Program email, etc.).
  - ii. Locked drawer to store confidential participant data (if applicable).
  - iii. Issuing an accessible email address if common email providers are blocked at the Partner Site.
9. **Grievance Procedure:** Inform TNAC Program Staff, in writing, of any instance in which the Partner Site wishes to initiate the grievance procedure that is maintained by the Y and the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the AmeriCorps Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.
10. **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Partner Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify the appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with CNCS rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]
11. **Prohibition on member employment at Partner Site:** Members should not obtain paid employment at their Partner Site while simultaneously enrolled as an AmeriCorps member. If your member expresses interest in onsite employment opportunities, or is already employed by your site, please speak with your Program Staff to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38). Additionally, the site may not hire its member (or a member currently serving at another Partner Site) as a staff person during their term of service as it would require a member

to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment. 169

- D. **Site Supervisor:** The Partner Site must designate a staff person(s) to be the Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). **This individual must be designated before a member can be placed at the site.**

The Partner Site must allow sufficient time for Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings.

If the designated Site Supervisor is not able to complete the program term (e.g., they take a leave of absence from their position at the site), the Partner Site is required to designate someone to be the Site Supervisor for the remainder of the program term.

The duties of the Site Supervisor include:

1. **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for weekly check-in meetings with each member.
2. **Member Safety:** In the event of a localized disaster or emergency that requires the closure of the partner site (i.e. bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.
3. **Member supervision and time sheet approval:** Establish a supervision plan including creating a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the timesheet is approved.
4. **Set member schedule:** Develop a minimum of 35 hours per week schedule with the member.
5. **Performance management:** Set clear expectations for the member at the beginning of the term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with TNAC Program Staff if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Partner Site does not have the authority to terminate a member. The Partner Site must document issues and contact Program Staff to implement the performance management procedure as outlined in the Program handbook.

6. **Training attendance:** Attend required training as scheduled by Program.
7. **Program site visits:** Participate, as required or requested, in on-site visits by Program.
- E. **On-Site Training and/or Staff Meetings:** The Partner Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Partner Site.
- F. **Program Impact Data:** The Partner Site will support members in collecting and/or reporting data as required by the Program. Data is maintained online in a secure, data-privacy-compliant system.
- G. **Data Privacy:** TNAC is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

"Breach" is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

TNAC protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where its is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

TNAC Program Staff must be notified immediately if any representative of the Partner Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

## TRUE NORTH AMERICORPS RESPONSIBILITIES

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True North AmeriCorps is a program of the Duluth Area Family YMCA. Program Staff are employees of the Y. They are responsible for providing oversight to the Program, including member recruitment/management and site management, and compliance with state and federal AmeriCorps regulations.

### A. Member Recruitment and Selection:

1. **Recruitment:** Program Staff will work in collaboration with the Partner Site to recruit members.
2. **Interviewing and Selection:** Program Staff will screen all applications, conduct interviews for all candidates. Program Staff will make selection decisions, and extend an offer for a position to the applicant.
3. **Background checks:** TNAC conducts all required background checks. Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). TNAC will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. TNAC will notify Partner Sites if the applicant did not clear the background check according to the TNAC and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Partner Sites must notify Program Staff if it intends to conduct its own additional background check. A member may not be asked to pay for the cost of a background check. TNAC will not conduct background checks on volunteers recruited by members to assist with Partner Site events.

### B. Member Management:

1. **AmeriCorps Orientation training:** Program Staff will coordinate the logistics and schedule the AmeriCorps member and Site Supervisor Orientation and any other subsequent AmeriCorps-required training that may occur during the term.
2. **Data management systems:** the Y will provide a secure, online data management system for tracking program data. TNAC provides the training for members and supervisors, as needed.
3. **Member site visits:** Program Staff may conduct site visits, as needed, with members and Site Supervisors.
4. **Monitoring program requirements:** Program Staff will monitor each member's progress in completing Program requirements and provide timely updates to the Site Supervisor to ensure members complete requirements by the end of the service term.

5. **Member personnel file:** TNAC is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.). 172
6. **Member benefits:** TNAC is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, and child care reimbursement if the member qualifies.
7. **Conflict resolution:** Program Staff work together with the Site Supervisor in resolving any member issues. The Program Staff, not the Partner Site, has the authority to terminate a member.

## FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

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AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the AmeriCorps, staff and members may not engage in the following activities:
- Attempting to influence legislation;
1. Organizing or engaging in protests, petitions, boycotts, or strikes;
  2. Assisting, promoting, or deterring union organizing;
  3. Impairing existing contracts for services or collective bargaining agreements;
  4. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  5. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
  6. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
  7. Providing a direct benefit to:
    - i. A business organized for profit;
    - ii. A labor union;
    - iii. A partisan political organization;
    - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
    - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless AmeriCorps funds are not used to support the religious activities; and
  8. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
  9. Providing abortion services or referrals for receipt of such services;
  10. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
  11. Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.
  12. Such other activities as AmeriCorps may prohibit.
- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

## FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of AmeriCorps assistance.

### A. Supplantation:

AmeriCorps assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive AmeriCorps support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

### B. Non-Duplication:

AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

### C. Non-Displacement:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving AmeriCorps assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
  - i. Will supplant the hiring of employed workers; or
  - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
  - i. Presently employed worker;
  - ii. Employee who recently resigned or was discharged;
  - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out. [45 CFR 2540.100 (f)]

## FEDERAL POLICY: NON-DISCRIMINATION POLICY

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TNAC and the Y do not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program Staff.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact:

### **Duluth Area Family YMCA**

302 W 1st St Duluth, MN 55802

Josh Denton, HR Director [jdenton@duluthymca.org](mailto:jdenton@duluthymca.org)

### **Equal Opportunity Program (EOP)**

AmeriCorps

1201 New York Ave NW, Washington, DC 20525

Voice: (202) 606-7503; TTY: (202) 565-2799; Email: [eo@cns.gov](mailto:eo@cns.gov)

The Y make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Site Supervisor, site contact, and/or TNAC Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. We will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Staff.

**Note to Partner Sites:** In any case of discrimination related to an AmeriCorps member, the Partner Site must contact TNAC Program Staff before taking action.

Full text of the CNCS Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Site Supervisors.

True North AmeriCorps, Equity and Inclusion Statement:

*Relationships are the containers in which meaningful change occurs. We invest in relationships. We work to ensure that all humans are seen, heard and valued. To achieve this, we commit to acknowledging the power we hold and stewarding that power in ways that dismantle systemic and individual injustice.*

TNAC values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present without our Program. We believe we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a Partner Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by partner organizations that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between TNAC and the Partner Site could be terminated.


## CERTIFICATION

The Site Agreement serves as an agreement between the Partner Site and the Program for the 2021 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2021. Amendments to this agreement shall be done in writing.

### SIGNATURE

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a member being placed at your Partner Site.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

<b>Partner Site Organization Name</b>	
<b>Partner Site Staff Name</b>	<b>Title</b>
<b>Partner Site Staff Signature</b>	<b>Date</b>
	5/25/21

**Memorandum of Agreement Between  
Children’s Dental Services (CDS)  
And  
The Duluth Public School District  
Regarding School-Based Dental Clinics**

This Memorandum of Agreement is designed to formalize the continuing relationship between Children’s Dental Services (CDS), hereinafter referred to as CDS and the Duluth School District, hereinafter referred to as DSD, regarding the operation of school-based dental clinics (SBDC).

**Terms of Agreement**

1. DSD agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:
  - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each Principal, CDS will have access to conference rooms.
  - All utilities.
  - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
  - Rubbish removal (non-hazardous waste).
  - Custodial and housekeeping services.
  - Access to the internet and phones at each site.
  - Printing and inclusion of CDS parental consent form and other brochures in each school’s annual “back to school” mailing.
  
2. CDS will provide the following at no cost to DSD:
  - Comprehensive school-based dental center services for enrolled school and Head Start students as defined in the consent form and in compliance with CDS policies.
  - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
  - Proper maintenance and disposal of hazardous waste.
  - Appropriate staffing for the dental care (with training and licensing as required by law).
  - Supervision of dental staff.
  - All billing responsibilities.
  - Workers’ compensation, general liability and dental malpractice insurance for all appropriate staff.
  - All dental equipment (portable or permanent) is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

CDS agrees to annually provide a parental consent form template for the back-to-school mailing at the schools.

3. CDS agrees to add the following language to parent consent forms:  
“Duluth School District may give information about your child’s class schedule to Children’s Dental Services”.
4. CDS and DSD mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the DSD is the host and collaborating agency for the dental care.
5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.
6. CDS will protect the confidentiality of any and all information received from students who seek services at the children’s dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.
7. CDS and DSD staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.
8. Either DSD or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party.
9. This agreement will commence on May 1, 2021 and shall remain effective until June 30, 2022.
10. This Agreement constitutes the entire understanding and Agreement between CDS and DSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.
11. This Agreement may be amended only in writing signed by all the parties hereto.
12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:

ISD 709, Duluth Public Schools, Attn: Chief Financial Officer, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802

Children’s Dental Services, Attn: Sarah Wovcha, 636 Broadway Street Northeast, Minneapolis, MN 55413

13. The laws of the State of Minnesota shall govern this Agreement.
14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between DSD and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
18. CDS and DSD shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.
19. CDS will notify DSD of any individual working in our schools with convictions of a gross misdemeanor or felony.
20. CDS 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.
21. CDS and DSD agree that this contract implies no exclusivity and that DSD may utilize other providers, however, alterations to dental services will not occur unless notice is provided and a meeting between CDS, DSD and relevant funding partners occurs.
22. CDS agrees to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on DSD’s website.

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

The Parties hereby cause this instrument to be executed by their duly authorized officers:



Sarah Wovcha, J.D., M.P.H.  
Executive Director,  
Children's Dental Services  
636 Broadway Street NE  
Minneapolis, MN 55413  
(612) 746-1530 ext. 204

9/13/21  
Date



Catherine Erickson  
Chief Financial Officer  
Duluth Public Schools, ISD #709  
215 N First Avenue East  
Duluth, MN 55802  
(218) 336-8704

5-11-21  
Date

## **AGREEMENT**

### **Between Lake Superior Community Health Center and the Duluth Public School District, ISD#709**

**THIS AGREEMENT** is made and entered into effective as of the 8th day of September, 2021, by and between Independent School District #709, a public corporation (ISD #709 or Duluth Public Schools), and Lake Superior Community Health Center, a Minnesota nonprofit corporation and Federally Qualified Health Center (LSCHC).

#### **BACKGROUND AND INTENT**

WHEREAS, the purpose of this Agreement is to encourage cooperation between LSCHC and Duluth Public Schools regarding mental health services for students, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of mental health services onsite at its schools;

WHEREAS, LSCHC desires to assist Duluth Public Schools to provide therapeutic services for students, including mental health services such as diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

WHEREAS, the parties wish to enable and structure the collaboration between LSCHC and ISD #709 to make available therapeutic services for students with unmet social, emotional, behavioral, and mental health needs, the treatment of which is within the licensure and competency of LSCHC staff.

NOW, THEREFORE, LSCHC and Duluth Public Schools agree that it is in the best interest of students and their families attending school in Duluth Public School District to enter into this AGREEMENT.

#### **I. ROLES AND RESPONSIBILITIES**

##### **A. Role of Lake Superior Community Health Center**

1. Subject to section A.6 below, LSCHC will provide a mental health professional supervised by a licensed mental health clinician for onsite student appointments scheduled in advance with legally sufficient parental consent at ALC or such other location agreed upon by

LSCHC's Director of Outpatient Behavioral Health, ISD #709 Mental Health Partnership Coordinator, ISD #709 Assistant Superintendent and School Principal.

2. Students referred by school personnel or parents will be seen individually by the licensed Therapist at ALC in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to LSCHC's policies and procedures.
3. School personnel, including school social workers, teachers, counselors and administrative staff, may request that LSCHC therapists provide consultations or In-Service presentations from time to time. Such consultations or In-Service presentations may be scheduled only by mutual agreement between LSCHC and ISD#709.
4. Students served by LSCHC in the Duluth Public Schools are clients of LSCHC and are subject to the same rights and responsibilities as clients served onsite at LSCHC's main office.
5. LSCHC administrative staff may meet with Duluth Public Schools Administrative staff periodically to plan or assess the system of service delivery under this Agreement taking into consideration both the needs of LSCHC and ISD #709.
6. For the first 90 days of the 2021-22 school year, LSCHC agrees to place a therapist on site at Duluth Public Schools ALC for one half-day per week to provide mental health services to students without regard to the number of appointments scheduled in advance, with the day of the week to be fixed by mutual agreement. After the first 90 days, LSCHC will provide a therapist each week only if at least 4 student appointments are scheduled in advance for such half-day period. The minimum number of appointments may be varied at the discretion of LSCHC following consultation with ISD#709 administrative staff.
7. LSCHC will maintain appropriate professional liability insurance for LSCHC and its employees.
8. LSCHC will share student/client information with school staff and with the consent of the student/responsible parent only when the student/responsible parent has provided a legally sufficient authorization and release of information. LSCHC and ISD#709 will cooperate to ensure appropriate authorizations are obtained and maintained.
9. LSCHC and ISD #709 will cooperate to obtain parental permission for ISD #709 to refer students for therapy services and for LSCHC to provide such services.
10. LSCHC will maintain and own case management records of students served.
11. LSCHC will, with the cooperation of ISD #709, obtain insurance and other information necessary to appropriately bill parents and/or third-party payers for services delivered. ISD #709 will not be responsible for the cost of services delivered by LSCHC.

12. LSCHC staff may meet periodically with ISD #709 staff to review the working relationship and to address any concerns or conflicts.

### **Role of ISD 709**

1. ISD #709 will meet periodically with LSCHC's administrative staff to plan and assess a system of mental health service delivery.
2. ISD #709 will inform Principal and school staff of services available and work with LSCHC staff to develop a system to identify and refer students that may be in need of mental health services.
3. ISD #709 will provide LSCHC with a private meeting space for mental health professionals with access to a telephone and internet connection.
4. ISD #709 and LSCHC will cooperate to obtain parental permission for ISD #709 to refer students to LSCHC for therapy services and for LSCHC to provide such services.
5. ISD #709 shall ensure that all activities contemplated by or occurring pursuant to this Agreement comply with all state, federal and local laws to which ISD#709 is subject.
6. ISD #709 shall ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.
7. ISD #709 shall ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

## **II. GENERAL TERMS**

**Terms.** This Agreement will begin effective the date of 9-8-2021 and will continue through 6-15-2022 unless either party provides written notice per the Termination clause below.

**Termination.** Either party may terminate this Agreement by giving the other party thirty days prior written notice.

**Confidentiality.** LSCHC and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

LSCHC and ISD #709 agree that they will not at any time disclose confidential information and/or material of the other party without consent of that party unless such disclosure is authorized by this Agreement or required by law. Each party agrees to perform in strict compliance with the specific state and federal laws to which each is subject regarding client or student confidentiality.

**Data Practices.** LSCHC understands and agrees that it will comply with 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.

Student academic records including grades, attendance, special education records, and behavior reports will be provided to the therapist at their request upon receiving a copy of a signed release of information in which the parent has granted permission.

**Background Check.** LSCHC represents that all its staff who may work with ISD #709 students have undergone criminal background checks in compliance with Minnesota law and their respective licensing boards and that such background studies are renewed and updated as required by law. Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**Independent Contractor.** The parties agree that they will act as independent contractors in the performance of their 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, each party shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of its 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.

**Notices.** All notices to be given by LSCHC to ISD #709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by ISD #709 to LSCHC shall be deemed to have been given by depositing the same in writing in the United States Mail to Lake Superior Community Health Center, Attn: Kristie Hills, 4325 Grand Ave, Duluth, MN 55807.

**Assignment.** Neither party shall 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 other party.

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

**Governing Law.** 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.

**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.

**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.

  
\_\_\_\_\_  
Date: 4-30-2021  
Jessie Peterson, Interim CEO  
For Lake Superior Community Health Center

  
\_\_\_\_\_  
Date: 5-14-21  
Cathy Erickson, Executive Director of Business Services  
For ISD #709



This event participation agreement (hereinafter the “Agreement”) is made and entered into as of the 17 day of January, 2022, by and between Minnesota Black Basketball Coaches Association (hereinafter “MBBCA”) and Duluth East High school in Duluth, Minnesota (hereinafter “DULUTH EAST”).

#### RECITALS

WHEREAS, DULUTH EAST desires to place on its 2021-22 varsity boys basketball schedule the 2022 MBBCA MLK Cultural Games (hereinafter the “MLK Games”), to be held at Alumni Gym - Macalester College 129 Snelling Ave. S St. Paul, MN 55105; and

WHEREAS, MBBCA and DULUTH EAST (hereinafter the “Parties”) desire to enter into this Agreement to memorialize the terms of participation in the MLG Games, as set forth below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. EVENT DETAILS. The Parties mutually agree that on January 17<sup>th</sup> 2022 , DULUTH EAST shall compete in the sport of varsity boys’ basketball against another high school boys’ varsity basketball team, scheduled by MBBCA, at the MLK Games
2. ELIGIBILITY AND COMPLIANCE. DULUTH EAST must be eligible to participate in the MLK Games under the rules of the Minnesota State High School League (“MSHSL”). Suspension or forfeiture of DULUTH EAST’s membership in the MSHSL shall render this Agreement null and void and be deemed a breach of the Agreement by DULUTH EAST. The game played by DULUTH EAST at the MLK Games shall be governed by the Minnesota State High School League’s rules and regulations.
3. MLK GAMES OFFICIALS. MBBCA shall retain and pay for all MLK Games officials.
4. MARKETING AND PROMOTIONS. For purposes of promoting the MLK Games to fans, boosters and community members, DULUTH EAST hereby agrees to list the MLK Games on its varsity boys’ basketball schedule and to work with MBBCA to market and promote the MLK Games. Any such promotions, however, shall be mutually agreed upon by the Parties. Any fliers or other advertising materials of any kind shall be approved by MBBCA prior to distribution.
5. MERCHANDISE. MBBCA shall have the limited right to use DULUTH EAST’s team logo to market and promote the MLK Games; provided, however, that such use shall be in a manner that does not imply sponsorship of and/or endorsement by DULUTH EAST of any MBBCA product or service, and only with the prior approval of DULUTH EAST. DULUTH EAST

hereby acknowledges and agrees that MBBCA shall have the right to use any logo it creates for the MLK Games, which may be co-mingled with the DULUTH EAST team logo.

6. APPLICABLE TAXES. DULUTH EAST understands and agrees that, in addition to any fees and/or costs it is responsible for as set forth herein, if any, DULUTH EAST shall also be responsible for and obligated to pay any and all applicable taxes, including without limitation, sales and use tax, related to such fees and costs, if any. In the event DULUTH EAST is exempt from any or all of said taxes, DULUTH EAST shall provide MBBCA with all necessary tax exemption documentation to the reasonable satisfaction of MBBCA prior to the MLK Games.

7. INDEMNITY. DULUTH EAST agrees to provide liability coverage for its officers, employees and agents while acting within the scope of their employment. DULUTH EAST further agrees to indemnify and hold harmless MBBCA, its parent, officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of DULUTH EAST.

8. INSURANCE. DULUTH EAST agrees to procure and maintain a policy or policies of comprehensive general liability insurance, including participant legal liability, at its own cost and expense, covering claims, demands or actions for property damage and for bodily injury, personal injury or death, sustained by one or more persons as a result of any occurrence, made by or on behalf of any person or persons, firm or corporation, arising from, related to or connected with, the conduct and operation of DULUTH EAST's activities and business under this Agreement. Said insurance shall be in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such public liability and property damage insurance shall protect against loss from liability imposed by law for damage on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons whatsoever, resulting directly or indirectly by acts or activities of DULUTH EAST or any person acting for DULUTH EAST or under DULUTH EAST's control or direction. This insurance coverage shall name MBBCA as an additional insured and extend for all accidents and incidents occurring during the term of this Agreement and any subsequent renewal terms. All insurance coverage required herein shall be provided by admitted carriers having at least an A.M. Best rating of no less than A-VIII (except for State Fund for Worker's Compensation coverage). Upon request, DULUTH EAST shall furnish to MBBCA a certificate of insurance from its insurance carrier(s) evidencing such insurance to be in full force and effect in accordance with the terms of this Agreement. MBBCA's failure to request, review or comment on such certificate(s) shall not affect MBBCA's rights or DULUTH EAST's obligation hereunder. DULUTH EAST further agrees to procure and maintain a policy or policies of workers' compensation insurance, as required under Minnesota law, at its own cost and expense.

9. GOVERNING LAW. This Agreement is to be governed by and construed in accordance with the laws of the State of Minnesota. This Agreement constitutes the whole agreement between MBCCA and DULUTH EAST and may not be amended except by a writing duly executed by both Parties hereto.

10. ASSIGNMENT. MBBCA may, without the necessity of consent, assign or transfer its rights or obligations under this Agreement to any parent, subsidiary or affiliate corporation or entity.

11. HEADINGS. The headings in this Agreement are inserted for convenience only, are not a part of this Agreement, and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Agreement Date first written above.

**Duluth East High School**

By: Catherine Erickson

Name: Catherine A Erickson

Title: CFO

**Minnesota Black Basketball Coaches Association**

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

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

Title: \_\_\_\_\_

## AGREEMENT

Revised 3/3/15

**THIS AGREEMENT**, made and entered into this 5th day of May, 2021, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Jostens, 629 N 43<sup>rd</sup> Ave E, Duluth, MN 55804 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 ISD 709 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 July 1, 2021, and shall remain in effect until June 30, 2022, 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.** RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. Contractors are 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 the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43<sup>rd</sup> Ave E, Duluth, MN 55804.

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 ISD 709.

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. 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 bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 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.** Per RFP-312 specifications.

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:

19. **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.

20. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance

shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000 per occurrence.

21. **Representatives of ISD 709.** 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

22. **Protection of ISD 709.** 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.

23. **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.

**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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

  
\_\_\_\_\_  
Jill Lofald, Board Chair

  
\_\_\_\_\_

By

Territory Sales Representative  
\_\_\_\_\_

Title

41-1998066  
\_\_\_\_\_

Taxpayer Identification Number

# Jostens Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	DULUTH EAST HIGH SCHOOL	Customer Phone	(218)336-8845
Customer Address	301 N 40TH AVE E, DULUTH, MN 55804		
Contact Name	Anton Kelekovich	Contact Phone	(218) 336-8738
Contact Role		Email	anton.kelekovice@isd709.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:   
<https://jostens.secure.force.com/terms?Lid=YBKUS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2022 through 2025

**Additional Notes/Specifications Agreed Upon:**

Price and term renewal is based on awarded RFP-313

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X *Jill Lofald*  
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Jill Lofald                      5-11-21  
PRINTED NAME                      DATE

X \_\_\_\_\_  
SIGNATURE OF 2<sup>ND</sup> CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

\_\_\_\_\_  
PRINTED NAME                      DATE

X *Beth Johnson*  
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

BETH JOHNSON                      5/10/2021  
PRINTED NAME                      DATE

REP # 1959                      JOB # 47892

## AGREEMENT

Revised 3/3/15

**THIS AGREEMENT**, made and entered into this 5th day of May, 2021, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Jostens, 629 N 43<sup>rd</sup> Ave E, Duluth, MN 55804 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 ISD 709 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 July 1, 2021, and shall remain in effect until June 30, 2022, 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.** RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. Contractors are 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 the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43<sup>rd</sup> Ave E, Duluth, MN 55804.

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 ISD 709.

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. 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 bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 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.** Per RFP-313 specifications.

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:

19. **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.

20. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance

shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000 per occurrence.

21. **Representatives of ISD 709.** 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

22. **Protection of ISD 709.** 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.

23. **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.

**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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

  
\_\_\_\_\_  
Jill Lofald, Board Chair

  
\_\_\_\_\_

By

Territory Sales Representative

Title

41-1998068

Taxpayer Identification Number

# Jostens<sup>®</sup> Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	DENFELD HIGH SCHOOL	Customer Phone	(218)336-8830
Customer Address	401 N 44TH AVE W, DULUTH, MN 55807		
Contact Name	Anton Kelekovich	Contact Phone	(218) 336-8738
Contact Role		Email	anton.kelekovice@isd709.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:  
<https://jostens.secure.force.com/terms?Lid=YBKUS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2022 through 2025

Additional Notes/Specifications Agreed Upon:  
 Pricing and Term renewal is based on awarded RFP-312

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X *Jim Lafald*  
 SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Jim Lafald                      5-11-21  
 PRINTED NAME                      DATE

X \_\_\_\_\_  
 SIGNATURE OF 2<sup>ND</sup> CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

\_\_\_\_\_  
 PRINTED NAME                      DATE

X *B. Johnson*  
 SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

BETH JOHNSON                      5/10/2021  
 PRINTED NAME                      DATE

REP # 1959                      JOB # 13419



March 18, 2021

Cathy Erickson  
Duluth PSD (MN ISD 709)  
215 N 1st Ave E  
Duluth, MN 55802

Dear Cathy Erickson:

Enclosed, please find the Memorandum of Understanding for the 2021-2022 academic year. Please have the appropriate individual at your school district sign the MOU. Return the signed copy to the Education Office in the enclosed postage paid envelope. You may want to make a copy of the signed MOU for your records and referral.

If your school district requires any changes or additions to this MOU, please let me know as soon as possible. You can contact me by email at [gunderre@luther.edu](mailto:gunderre@luther.edu).

On behalf of the entire Education Department, I would like to take this opportunity to express our sincere gratitude and thanks to you and your staff. Your support and professional guidance to the Luther College Teacher Education Program is indispensable and greatly appreciated. We look forward to working with you during the 2021-2022 school year.

Sincerely,

A handwritten signature in cursive script that reads "Renee Gunderson".

Renee Gunderson  
Administrative Assistant  
Luther College Education Department  
Koren 109  
Phone (563)387-1140 Fax (563)387-1107  
[gunderre@luther.edu](mailto:gunderre@luther.edu)



**Memorandum of Understanding  
2021 – 2022**

**Duluth PSD (MN ISD 709)**

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth PSD (MN ISD 709), 215 N 1st Ave E Duluth, MN 55802.

**PROVISIONS:**

1. Luther College and Duluth PSD (MN ISD 709) agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth PSD (MN ISD 709).
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth PSD (MN ISD 709), as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth PSD (MN ISD 709) for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth PSD (MN ISD 709). This background check will include:
  - National Sex Offender Registry
  - National Criminal Database
  - Criminal Search – County
  - ID Trace Pro
6. Duluth PSD (MN ISD 709) and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law.

This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
  - 4 weeks - \$100
  - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Duluth PSD (MN ISD 709) **requires** cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: Jennifer Larva / Catherine Erickson Title: Dir of TLE Secondary /  
Representative, Duluth PSD (MN ISD 709)

Signature: Jennifer Larva / Catherine Erickson Date: 5/25/21  
Representative, Duluth PSD (MN ISD 709)

Signature: Barbara Bohach Date: 3/17/2021  
Department Chair, Luther College Education Department

Signature: Kevin Kaur Date: 3/17/2021  
Academic Dean, Luther College

Contract Number: MNSU-2021-014598

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
MINNESOTA STATE UNIVERSITY MANKATO**

**MEMORANDUM OF AGREEMENT  
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP  
FOR NON-ALLIED HEALTH PROGRAMS**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Minnesota State University Mankato, 238 Wigley Administration Center, Mankato, MN 56001** (“the College/University”) and **ISD 0191, Duluth Public Schools, 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802-2069** (“the School”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

*The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the School.*

**A. THE PARTIES UNDERSTAND THAT:**

1. The College/University has a(n) Student Teaching Program (the “Program”) for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The School has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the School to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the School want to cooperate to furnish a training experience at the School for students of the College/University enrolled in the Program.

**B. RESPONSIBILITIES OF EACH PARTY**

1. **The College/University agrees to:**
  - a. Make arrangements with the School to place teacher candidates who are eligible for placement under Minnesota law and University policies and procedures that will

support the student's occupational goals and meet any applicable Program requirements.

- b. Provide general student teaching supervision by University designees.
- c. Cooperate with the School in the development and implementation of the Student Teaching Program.
- d. Make available upon request, a copy of a national background check conducted by CastleBranch, Inc. on each teacher candidate.
- e. Make periodic visits to the School's training site to observe the student or receive periodic reports from the School and/or the student and discuss the student's performance and progress with the student and any site supervisor at the School, as needed.
- f. Discuss with the School any problems or concerns arising from the student's participation.
- g. Notify the School in the event the student is no longer enrolled in the Program at the University.
- h. Keep any necessary attendance and progress records as set forth in the University attendance policy.
- i. Assist in the evaluation of the student's performance in the training experience.
- j. Bear the financial responsibility for mentor teachers to attend the Pairs/Co-Teaching Training.

**2. The School agrees to:**

- a. Provide the teacher candidate, so placed by the University, an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license in the content area and has at least three (3) years total teaching experience.
- b. Cooperate with the University in the development and implementation of the Student Teaching Program including co-teaching.
- c. Cooperate with the University with the execution and completion of the state mandated edTPA, the teacher performance assessment required for initial licensure teacher preparation programs. See Attachment B attached to this Agreement and made part of it.
- d. Encourage cooperating teachers to engage in professional development associated with student teaching. The School shall provide appropriate supervision of the teacher candidate pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regard to the Student Teaching Program.
- e. Immediately notify the University if there is a change in the licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.
- f. Not replace any of its employees nor fill any vacancies normally filled by an employee with a teacher candidate assigned under this Agreement. Therefore, a teacher candidate shall not act as a substitute teacher.
- g. Consider and treat any teacher candidate placed at the School pursuant to this Agreement as an employee for purposes of worker's compensation, liability insurance coverage and the provision of legal counsel.

- h. Reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause.
- i. Cooperate with the University in providing a mutually agreeable training experience at the School that supports the student's educational and occupational goals.
- j. Consult with the University about any difficulties arising at the School's training site that may affect the student's participation.
- k. Assist in the evaluation of the student's performance and provide time for consultation with the University concerning the student, as needed.
- l. Provide assessment for the University teacher candidate via Danielson's Framework and the Teacher Performance Assessment.
- m. Support the mentor teacher's attendance to Pairs/Co-Teaching training with each new student.

### **3. LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

### **4. TERM OF AGREEMENT**

This Agreement is in effect from **July 1, 2021** or when fully executed, and shall remain in effect until **June 30, 2026**. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

### **5. FINANCIAL CONSIDERATION**

The University will pay to the School **or** cooperating teacher an amount not to exceed **Two Hundred and 00/100 Dollars (\$200.00)** for each full-time student teacher placed in the School.

### **6. CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

### **7. ASSIGNMENT**

Neither the College/University nor the School shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

### **8. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The School agrees that in fulfilling the duties of this Agreement, the School is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS

NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

**9. DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the School receives a request from a third party for any data provided to the School by the College/University, the School agrees to immediately notify the College/University. The College/University will give the SCHOOL instructions concerning the release of the data to the requesting party before the data is released and the School agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

**10. STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the School shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the School.

**11. NON-DISCRIMINATION**

The School recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The School agrees to adhere to this policy in implementing this Agreement.

[Remainder of page intentionally left blank]

*In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the School and College/University.*

**APPROVED:**

**1. SCHOOL: DULUTH PUBLIC SCHOOLS ISD 0709**

Approved:

By:	Cathy Erickson <i>Cathy Erickson</i>
Title:	CFO
Date:	5/27/21

**2. UNIVERSITY: MINNESOTA STATE COLLEGES AND UNIVERSITIES  
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By:	Elizabeth Finsness
Title:	Director, Field & International Experience
Date:	

Approved:

By:	Richard Straka
Title:	V.P. for Finance & Administration
Date:	

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

By:	Vickie Hanson
Title:	Office Administrator
Date:	



## Attachment B

Minnesota §122A.09 Subd. 4(c) requires teacher preparation programs to *include a content-specific, board-approved, performance-based assessment that measures teacher candidates in three areas: planning for instruction and assessment; engaging students and supporting learning; and assessing student learning*. Beginning January 1, 2014, teacher preparation programs throughout the state have been required to conduct the edTPA with every teacher candidate. The edTPA process provides evidence-based feedback as well as opportunities for teacher candidates to engage in self-reflection. The educative process provided by the edTPA fosters professional growth and better prepares candidates for the challenges of classroom instruction.

Minnesota State University, Mankato requests schools and school districts to join Minnesota State University, Mankato in supporting teacher candidates who will be completing the edTPA process. Your support is critical in these key ways.

Support teacher candidates in completing the edTPA by **reviewing policies for the use of video** in your classrooms to ensure that current district procedures for obtaining parental permission are adequate and by working with candidates to secure parental permission.

**Collaborate with teacher preparation programs** in ensuring mutually beneficial student teaching placements. Well-integrated student teaching experiences help to foster candidate success in the edTPA process and contribute to veteran teacher professional development.

Cooperating teachers in your schools can assist teacher candidates by **providing practical support, feedback, and assistance** during their student teaching experiences.

**Certificate Of Completion**

Envelope Id: 20CF83DCF9444569ABBA21D48CC83B48	Status: Sent
Subject: Signature request on Contract MNSU-2022-014598-ISD 0709-Duluth Public Schools-Student Training	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Jaggaer Interface
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E, Ste 350
	Saint Paul, MN 55101
	contracts@minnstate.edu
	IP Address: 199.188.157.82

**Record Tracking**

Status: Original	Holder: Jaggaer Interface	Location: DocuSign
5/11/2021 11:24:10 AM	contracts@minnstate.edu	

**Signer Events**

Signature	Timestamp
Cathy Erickson catherine.erickson@isd709.org CFO Duluth Public Schools ISD 709 Security Level: Email, Account Authentication (None)	Sent: 5/11/2021 11:57:14 AM Resent: 5/11/2021 11:59:37 AM Resent: 5/14/2021 8:43:18 AM Resent: 5/17/2021 10:54:44 AM Viewed: 5/18/2021 8:17:51 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/18/2021 8:17:51 AM  
ID: 3e2213e7-6dfa-48f1-86e2-c9b5c66f2786

Elizabeth Finsness  
elizabeth.finsness@mnsu.edu  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/17/2021 10:57:01 AM  
ID: c5ecf3a2-980f-48b4-ae0a-7077dddf989

Richard Straka  
richard.straka@mnsu.edu  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/17/2021 3:07:52 PM  
ID: 9ebb8184-8999-428b-832f-d0a5dea52be5

Vickie Hanson  
vickie.hanson@mnsu.edu  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/17/2021 2:52:18 PM  
ID: e7c4bd29-529d-491d-b494-d75aefea4662

**In Person Signer Events**

Signature 	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>	213
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>	
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>	
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>	
Envelope Sent	Hashed/Encrypted	5/11/2021 11:57:14 AM	
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>	
<b>Electronic Record and Signature Disclosure</b>			

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Minnesota State Colleges and Universities:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [michael.noble-olson@minnstate.edu](mailto:michael.noble-olson@minnstate.edu)

### **To advise Minnesota State Colleges and Universities of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [michael.noble-olson@minnstate.edu](mailto:michael.noble-olson@minnstate.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Minnesota State Colleges and Universities**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [michael.noble-olson@minnstate.edu](mailto:michael.noble-olson@minnstate.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Minnesota State Colleges and Universities**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

**Revenue Contracts Signed  
May 2021**

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

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Lifetouch	TBD	Homecroft	FY22 fall pictures
Lifetouch	TBD	Laura MacArthur	FY22 fall pictures
Lifetouch	TBD	Lester Park	FY22 fall pictures



# Service Agreement

218

## Homecroft Elementary School

Lifetouch ID: 35710

School Year(s): 2021-2022

Account Representative Email: jmalone@lifetouch.com

Contract Length: 1

### Account Information

Homecroft Elementary School  
4784 Howard Gnesen Rd  
Duluth, MN 55803

Main Phone: 218-336-8865  
Enrollment: 391  
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)	10/19/2021	10/19/2021	6:00 AM	7:00 AM	2:30 PM		
Fall Individual - Retake (Fall Individuals)	11/22/2021	11/22/2021	6:30 AM	7:30 AM			
Spring Individual - Original (Spring Individuals)	03/04/2022	03/04/2022	7:00 AM	8:00 AM			

\*Proposed details or TBD if blank

### Account Services

- |                         |   |
|-------------------------|---|
| Yearbook - Media CD/DMD | Yearbook Provider:                        |
| ✓ Parent Notify         |   |
| Storefront              | Storefront Contact:                       |
| ✓ Lifetouch Portal      | Lifetouch Portal Contact: Coleen Nordwall |

### Other Services

Photo Labels  
(Pilot) Photo ID Laminated Vertical Punched

### Additional Details

## Contact information

219

Contact Name	Title	Role	Phone	Email
Tom Cawcutt	Principal	Primary Contact	218-336-8865	thomas.cawcutt@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...

5/17/2021

Joe Malone

Account Manager

DocuSigned by:

*Catherine A. Erickson, CFO*

5ED350711AEC43E...

5/18/2021

Tom Cawcutt

Principal



# Service Agreement

## Laura MacArthur Elem Sch

Lifetouch ID: 35715

Account Representative Email: jmalone@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

### Account Information

Laura MacArthur Elem Sch  
720 N Central Ave  
Duluth, MN 55807

Main Phone: 218-336-8900

Enrollment: 440

Grades: Pre-K - 5

### Summary of Programs Provided

<input checked="" type="checkbox"/> 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's	Setup Location
Fall Individual - Original (Fall Individuals)	10/11/2021	10/11/2021	6:30 AM	7:30 AM	1:00 PM	440	
Fall Individual - Retake (Fall Individuals)	11/16/2021	11/16/2021	6:30 AM	7:30 AM	12:00 PM		

\*Proposed details or TBD if blank

### Account Services

<input type="checkbox"/> Yearbook - Media CD/DMD	Yearbook Provider:
<input checked="" type="checkbox"/> Parent Notify	
<input type="checkbox"/> Storefront	Storefront Contact:
<input checked="" type="checkbox"/> Lifetouch Portal	Lifetouch Portal Contact: Elyse Lawrey

### Other Services

Photo Labels  
 Photo Directory

### Additional Details

## Contact information

Contact Name	Title	Role	Phone	Email
Elyse Lawrey	Administrative Assistant	Picture Day Contact;Portal Contact	218-336-8900	clyse.lawrey@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*

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5/4/2021

Joe Malone

Account Manager

DocuSigned by:

*Catherine A. Erickson, CFO*

72682F0D30B9445...

5/5/2021

Elyse Lawrey

Administrative Assistant



# Service Agreement

## Lester Park Elementary School

Lifetouch ID: 35712

Account Representative Email: jmalone@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

### Account Information

Lester Park Elementary School  
5300 Glenwood Ave  
Duluth, MN 55804

Main Phone: 218-336-8875  
Enrollment: 600  
Grades: Pre-K - 5

### Summary of Programs Provided

<input checked="" type="checkbox"/> 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)	10/07/2021	10/07/2021	6:15 AM	7:15 AM	2:30 PM	600	
<b>Additional Notes:</b>	Arrival Contact: Engineer - Steven Phone or pager #: 336-8875 x2655 or 725-7618(pager) Arrival Door: Main Door to Unload Equipment: Main Individual Camera Location: Media Center (sometimes it is the music room) S						
Fall Individual - Retake (Fall Individuals)	11/11/2021	11/11/2021	7:00 AM	8:00 AM	12:00 PM		
<b>Additional Notes:</b>	WE do class room groups? Will need t o confirm with school.						

\*Proposed details or TBD if blank

### Account Services

<input type="checkbox"/> Yearbook - Media CD/DMD	Yearbook Provider:
<input checked="" type="checkbox"/> Parent Notify	
<input type="checkbox"/> Storefront	Storefront Contact:
<input checked="" type="checkbox"/> Lifetouch Portal	Lifetouch Portal Contact: Tracy Thompson

### Other Services

Photo Labels  
Photo Labels

### Additional Details

Contact information

Contact Name	Title	Role	Phone	Email
Tracy Thompson	Administrative Assistant	Lead Secretary;Portal Contact	218-336-8875	tracy.thompson@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:  
  
 42AF404130204EA...


4/29/2021

Joe Malone

Account Manager

Tracy Thompson

Administrative Assistant

  
 Catherine A. Erickson, CFO

**Grant Applications  
May 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>
North Regional Implementation Project (NRIP)	Jacob Laurent	NRIP PBIS District Grant - Spring 2021	\$5,000	If awarded, funds will be used to help schools implement the PBIS framework.
Essentia Health - Northern Minnesota, NW Wisconsin, SE North Dakota-Community Funding	Gina Kleive & Lisa Wentworth	Fresh Water for Students	\$14,300	If awarded, funds will be used to install 3 water bottle stations at Ordean East Middle School.
Office of Head Start	Sherry Williams	FY22 State Head Start Grant	\$396,539	Funds will support staffing, general and classroom supplies, food, transportation contracts, mileage, travel, dues and memberships, printing, conference registrations, lodging, meals, insurance and indirect charges paid to ISD 709.