

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 18, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- 1) Regular School Board Meeting - December 21, 2021 3
- 2) Special Closed School Board Meeting Re: Negotiations - January 11, 2022 9

B. Approval of Resolutions

- 1) Human Resources
- 2) Approval of Individual Contract 10
- 3) Finance
 - a. B-1-22-3868 - Acceptance of Donations 13
 - b. B-1-22-3869 - 2022 Legislative Platform 14
 - c. B-X-21-XXXX - PLACEHOLDER
- 4) Other

C. Approval of Action Items

- 1) Human Resources
 - a. Staffing Report 16
 - b. Other Action Items
- 2) Finance
 - a. Financial Report 17
 - b. Fundraisers 18
 - c. Bids, RFPs and Quotes - None
 - d. Contracts, Change Orders, Leases - None
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
 - a. EEAC Bylaws 19
- 4) Other
 - a. Diploma Requests 24
 - b. Field Trip Requests - None
 - c. Data Sharing Agreements - None

D. Approval of Policy Readings

- 1) First Readings
 - a. Policy 526 Hazing Prohibition 26
- 2) Second Readings
 - a. Policy 214 - Out-of-state travel by School Board Members By-law 31
- 3) Annual Review- None

E. Approval of Committee Reports

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

- | | |
|----------------------------------------------------------------|-----------|
| 1) <u>Monthly Committee of the Whole - January 6, 2022</u> | <u>33</u> |
| 2) <u>Policy Committee - January 6, 2022</u> | <u>54</u> |
| 3) <u>Human Resources/Finance Committee - January 11, 2022</u> | <u>69</u> |

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55811, on

Tuesday, December 21, 2021

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Paul Sandholm
Sally Trnka

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Student Representatives:

Aliyah Bartling (Denfeld)
Stella Schutz (East)

- Chair Lofald called the Regular School Board meeting December 21, 2021 to order at 7:00 p.m.

M-Sandholm, S-Loeffler-Kemp, to approve the agenda as presented. Upon a vote, the same was approved – unanimously.

School and Community Recognition

December 2021

Anthony Bonds:

Board Members, this month it's my pleasure to present for recognition Duluth Preschool. Sherry Williams, Duluth Early Childhood Services Coordinator/Head Start Director, is here to accept this recognition.

In November, ISD 709 Duluth Preschool celebrated the grand opening of Nature Playscapes at three elementary schools: Myers-Wilkins, Piedmont and Laura MacArthur.

Created using grant dollars and with help from 3 Owls Outdoor Play consultants, these innovative, engaging play spaces will increase outdoor opportunities for Duluth preschool students in neighborhoods with less access to green spaces.

Playscapes are landscape features that allow kids to play creatively with natural materials such as sand, water, hills, and logs.

Grant dollars also covered outdoor gear for students - rain suits, rain boots, mittens and fleece neck gaiters.

Over 300 studies indicate that greenspace benefit the physical and mental health of the children and families who use them

Studies have found the type of play found in playscapes is more cooperative, creative, and engages more communication among students than a regular playground.

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December 21, 2021

We're proud to lift up the work of Duluth Preschool in expanding outdoor opportunities for children. Thank you for your leadership and support of Duluth students and families.

Public Comments
December 2021

Student Representatives Stella Schutz and Aliyah Bartling read the Eleven Tools of Civility and public comment guidelines.

Member Oswald went over Policy regarding Public Comment at a School Board Meeting.

Lee Jansen, address not provided, spoke to the School Board regarding safety in the schools (ALC/AEO, East, and Denfeld).

Johanna Cummins, 1809 N 17th, Superior, WI, spoke to the School Board regarding DPS safety and contract language.

Kate Yaple, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Leila Hoeschen Ehrbright, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Maddie Yaple, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Lily Fadziewicz, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Eliza Schuchman, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Anna Schiller, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Gwen Evans, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Abigail Froehle, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Brianna Kempf, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

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Tuuli Rova, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Nelita Nelson, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Reva Pulacsek, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Callie Douville, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Ava Haugen, address not provided, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club

Nick Fadziewicz 317 N. 23rd Ave E, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of Duluth Climate Club.

Tanya Jackson, 4024 Jay Street, spoke to the School Board regarding climate change and investing in solar panels in Duluth Public Schools as a member of the Duluth Climate Club.

Kim Francowiak, address not provided, spoke to the School Board regarding Phase II planning for AEO/ALC.

Bill Benson, address not provided, spoke to the School Board regarding Covid precautions and Contract negotiations.

Jim Olson, 506 W 5th Street, spoke to the School Board regarding contract negotiations.

Susan Schmidt, 244 W Owatonna St, spoke to the School Board regarding Covid sick time.

Beth McCuskey, 4330 Krueger Rd, spoke to the School Board regarding community concerns around contract negotiations.

Communications, Petitions, Etc.

December 2021

Chair Lofald stated that were no communications received.

Superintendent's Report

December 2021

Student Representative Aliyah Bartling (Denfeld): Sariah Crawford was elected as the 2022 student school board representative for Denfeld. Mr. Nissen's CITS Anatomy and Physiology class did a lab practical test on skin. Girls and boys basketball have been working really hard in their tough seasons. It is a rebuilding year for both teams with their new coaching staffs. Both teams

have been working together on a necessity drive for the less fortunate. Tonight, the boy's team is playing Hermantown so if you hear some yelling from the gym you know what it is. The girls team started a GoFundMe and (Jess Reinertsen, the coach's wife) raised \$8000 of their \$8000 goal. This money will go towards getting basketball shoes for the girls, team traveling gear, as well as any other necessities that may come about. The girl's team's slogan this year is IMPACT. It is how they are conducting their season. The Coin War has been going on. In the end, the seniors won! The Key Club coffee fundraiser will be going on soon. Ms. Wood's botany class has been doing a plant sale during lunch. Math team had their 3rd meet. NHS has been bell-ringing for the Salvation Army as a service project. Dance team bagged groceries this weekend and at their first competition they got second in both dances and beat Hermantown for first time in 3 years. The hockey team has a winning record. Pajamas and ugly sweaters are the dress up days for the week. Holiday Music Assembly went on Monday and Tuesday during 5th hour this week. Seniors have been working really hard to get scholarships done before January 7. Interviews for the Whiteside scholarship were going on for the past two weeks.

Student Representative Stella Schutz (East): Conducted elections and the junior class has elected Ailee Naus as the 2022 Student Representative. Just wrapped up Winter Week with holiday themed dress up days, donations to CHUM, and two assemblies. Sources of Strength held annual training sessions last week. Winter sports are rolling, athletes are enjoying having fans at events. Boys basketball only has definitely been the stand out with only one lost. Choir, Orchestra and Band are wrapping up their busiest season with the annual DECC Holiday concert which went really well. Finals are on the horizon. A large contention with quality and size of lunches. NHS and Key Club have developed volunteers to help clear neighborhood properties of snow. Blood Drive group next one in the spring. Classmates relatively compliant with mask wearing.

Superintendent Magas report included the following:

- Thanked the Student Reps and Member Trnka
- Recognized the School Board as a whole
- Shared Proclamation
- Upcoming Board Meetings
- District Communications Update
- Safe Learning Plan
- COVID rates – decrease is projected
- Continued Monitoring in regards to COVID
- Critical Safety Precautions

Discussion regarding where to hold School Board Meetings and the Committee of the Whole Monthly meetings.

Monthly Committee of the Whole Report

December 2021

Anthony Bonds, Assistant Superintendent, presented the Committee of the Whole report which was available electronically to each school board member.

Human Resources/Finance Committee Report
December 2021

Member Trnka presented the Human Resources/Finance Committee report which was available electronically to each school board member.

Policy Committee Report
December 2021

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

Consent Agenda
December 2021

M-Loeffler-Kemp, S-Oswald, to approve the Consent Agenda as presented. Upon a vote on the consent agenda as presented, the same was approved – unanimously.

Special Resolutions/Other Action Items
December 2021

RESOLUTION

Board Member Attendance at 2022 MSBA Leadership Conference

RESOLVED, That Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the Minnesota School Boards Association 2022 Leadership Conference in Minneapolis, Minnesota on January 12-14, 2022.

Resolution SP-12-21-3857

December 21, 2021

M-Trnka, S-Loeffler-Kemp, to approve the Resolution SP-12-21-3857 – Board Member Attendance at 2022 MSBA Leadership Conference. Upon a vote, the same was approved – 6-0.

RESOLUTION

Board Member Attendance at MSBA Phase I and Phase II Orientations

RESOLVED, That Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the MSBA Phase I and Phase II Orientations in December 2021 and/or January 2022.

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Resolution SP-12-21-3858

December 21, 2021

M-Trnka, S-Sandholm, to approve the Resolution SP-12-21-3858 – Board Member Attendance at MSBA Phase I and Phase II Orientations. Upon a vote, the same was approved – 6-0.

Other
December 2021

Member Loeffler-Kemp thanked Chair Lofald for her leadership this past year.

Member Sandholm thanked Chair Lofald and recognized Member Trnka for her service on the Board.

Superintendent Magas thank the student representatives, Member Trnka, the Board as a whole, Chair Lofald, and the executive assistants as they transition in and out of their positions.

Chair Lofald wished everyone a blessed holiday break and celebration.

M-Trnka, S-Oswald, to adjourn the meeting. Upon a vote, the same was approved – 6-0.

Chair Lofald adjourned the Regular School Board Meeting of December 21, 2021 at 9:28 p.m.

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, on

Tuesday, January 11, 2022

Members Present:

Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski

Others Present:

John Magas, Superintendent
Cathy Erickson, CFO
Patty Paquette, Secretary

Chair Lofald called the Special School Board meeting of January 11, 2022 to order at 5:20 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session to consider strategy for labor negotiations. The Open Meeting Law, Minnesota Statute section 13D.03, subdivision 1, states that the School Board may close a meeting for the purpose of considering strategy for labor negotiations upon a majority vote. Accordingly, pursuant to the law I have cited, the Board will recess to a closed session.

Recess to Closed Session at 5:22 p.m.

Reconvene to Open Session at 7:08 p.m.

M-Trnka, S-Sandholm, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

Chair Lofald adjourned the Special School Board Meeting of January 11, 2022 at 5:12 p.m.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Adelle Wellens, herein referred to as “**Employee**”, and the School Board of Independent School District No. 709, Duluth, Minnesota (School District), herein referred to as the “**Employer**”.

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

1. Employer hereby employs, engages and hires Employee as Communications Officer, and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent or designee.
2. Employee agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms hereof and to the reasonable satisfaction of Employer. Such duties shall be rendered at the School District and at such other places as Employer shall in good faith require or as the interest, needs, business or opportunity of Employer shall require. The Employee agrees to devote her attention, knowledge and skills solely to the business and interest of the Employer, a minimum of eight (8) hours per workday. Flexibility to this schedule can be approved by the Superintendent or designee. Employee shall make available to the Employer all information of which Employee shall have any knowledge as it relates to business or operations of the Employer and shall make all suggestions and recommendations that will be of a mutual benefit to Employer, the business and operation of the Employer and to the Employee.
3. **Term of Agreement.** This Agreement shall commence effective January 24, 2022 and continue until June 30, 2024. At the conclusion of this term, neither party shall have any further claim against the other and Employee’s employment with the School District, as Communications Officer shall cease. In the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
4. **Termination.** Employer expressly reserves the right to discharge for cause and to cancel this Agreement on that account. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: conviction of a felony, fraud, moral turpitude, continual insubordination, drunkenness, embezzlement, material violation of the terms of this Agreement or any other cause set forth in the School District Civil Service Board Rule 17.2. In any such case of discharge, cancellation or termination, written notice thereof shall be given to the Employee and shall be effective as of the date mailed in accordance with this Agreement, or, if delivered, upon delivery to the Employee unless the written notice specifies a later date.
5. **Salary.** Employer shall pay Employee, and Employee shall accept from Employer in full payment for Employee’s services, an annual salary as determined according to Pay Range 6, Step 1 of the Weekly Administrative Salary Schedule set forth in the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Employee’s salary shall be paid in twenty-six (26) equal installments during the contract year. The contract year, fifty-two (52) weeks, is defined as commencing on July 1 of any year and terminating on the next June 30.
6. **Expenses.** The School District shall pay all legally valid expenses and fees for Employee’s attendance at professional conferences and meetings with other educational agencies. All expense statements submitted by Employee shall be in conformity to policies of the Board of Education. Employee shall file itemized expense statements to be processed and approved as provided by law. Employer shall reimburse Employee for all reasonable and necessary expenses incurred in the performance of her duties for the School District. Employee shall file itemized and verified claim statements for such expenses with the Superintendent or designee in accordance with the laws of the state of Minnesota and the policies of Employer. Superintendent or designee shall approve all travel outside the District. Employer will pay a mileage allowance to Employee for use of her personal vehicle in the course of the employment of the Employer, per School Board Policy and regulations.

7. **Cellular Phone Allowance:** The School District shall provide the Employee with a monthly allowance of \$30.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.
8. **Vacation/Holiday.** The Employee shall earn annual paid vacation and be entitled to be paid holidays as set forth in Article IV of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Vacation days are to be scheduled with the Superintendent or designee approval.
9. **Health & Hospitalization.** The School District shall make available to the Employee the same group health insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance for the Employee and their dependents as are paid for employees in the teacher bargaining unit and their dependents.
10. **Dental.** The School District shall make available to the Employee the same group dental insurance as is or are available to the employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of the cost for such group insurance as the Employee and their dependents are paid for employees in the teacher bargaining unit and their dependents.
11. **Life Insurance.** Group term life insurance in the amount of \$50,000 shall be provided at no cost to the Employee. Optional supplemental life in the amount of \$50,000 and dependent life insurance will be made available at the Employee's cost.
12. **Long Term Disability (LTD).** The School District shall provide at the School District's expense, long-term disability (LTD) coverage for Employee in the School District's group plan.
13. **Health Care Savings Plan (HCSP).** A HCSP is an individual tax free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 26th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.
 - a) **Eligibility.** The employee shall be eligible for the benefits provided by this Section if they meet the eligibility requirements set forth in the bargaining agreement. Employee must be 1) at least age fifty-five (55) or disabled as defined by PERA, and 2) eligible for PERA benefits at the time of retirement, shall be eligible for contribution of unused sick leave benefits as defined below to the employee's HCSP. The employee must give written notice of retirement to Human Resources three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause. The employee may retire after such time limits with the approval of the Superintendent and may receive the benefits under the HCSP.
 - b) **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of two hundred ten (210) days.
 - c) **Discount Calculation.** The amount of unused and accumulated sick leave days above, less 100 days, multiplied by the employee's daily rate of pay (DRP), will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
 - d) **Participation in the District's Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the District.
14. **Sick Leave.** The Employee shall accumulate sick leave as set forth in Article 7.4 of the collective bargaining agreement between Independent School District No. 709 and the Executive Employees Association. Rules governing use of sick leave for the purpose of personal illness, family illness, and death in the family contained within Article 7 shall apply. There will be no cash payment for unused sick leave.
15. **Individual Retirement Plan.** Employer shall, in accordance with its practice and policies and at the request of Employee, withhold from salary and transfer or pay such sums as the Employee shall designate to a tax-deferred or tax-sheltered annuity program as permitted by law and selected by Employee.
16. **District & Federal Retirement Funds.** Employee shall be a member of the PERA and agrees that the Employee's contribution to said fund, to FICA, all other deductions required by law, and all deductions

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

17. Dues. Employee is encouraged to belong to appropriate professional, educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues in approved organizations up to a total of six hundred (\$600) per year. Employee shall present appropriate statements for approval as provided by law.

18. Indemnification & Provision of Counsel. In the event that an action is brought or a claim is made against Employee arising out of, or in connection with Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein, shall be subject to the limitation of Minnesota Statutes Chapter 466.

19. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, shall be settled by arbitration in the City of Duluth, Minnesota, in accordance with the rules of the American Arbitration Association and the judgment upon the award rendered may be entered in any court having jurisdiction thereof.

20. Complete Agreement. This writing contains the complete Agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. This Agreement is subject to the laws of the State of Minnesota and all rules, regulations, and policies and amendments. It is understood and agreed that the Employee is not under a contract of employment for any period covered by this Agreement except with the Employer and that this Agreement constitutes a binding legal contract for the term set forth, the breach of which will result in liability for damages. The parties stipulate that neither of them has made any representation including the execution and delivery hereof, except such representations as are specifically set forth herein and each of the parties hereto acknowledges that they or it has relied on their or its own judgment and in entering into this Agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connection with their or its dealing with the other. No waiver, modifications, or amendment of this Agreement or of any covenant, condition or limitation herein contained, shall be valid unless it is in writing, approved by the School Board and executed by Employee and the authorized officers of employer.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duluth, Minnesota this 17th day of January, 2022.

EMPLOYEE



Adelle Wellens

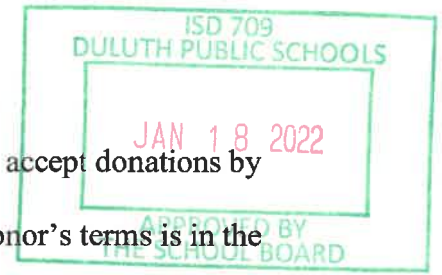
INDEPENDENT SCHOOL DISTRICT NO. 709

Chair of the Board

Clerk of the Board

RESOLUTION

Acceptance of Donations to Duluth Public Schools



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

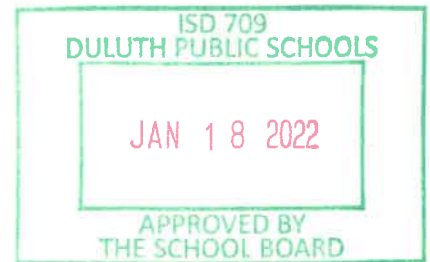
WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Congdon	Keller Williams Classic Realty NW	In Kind	None	52 pairs of mittens/gloves and 21 hats
Denfeld	Joe Westerberg	\$100.00	Girls Basketball	
Denfeld	Joe Westerberg	\$100.00	Girls Softball	
Headstart	Janet Killough	\$50.00	None	
Headstart	Janet Killough	\$50.00	None	
Lester Park	Natalie Clark	In Kind	Recess	Handmade mittens for students who forget their mittens
Lester Park	Mitten Mission Project 2021	In Kind	For Students	
Lincoln Park	Peter R Marsh Foundation	\$1,000.00	Music Dept	
Lowell	Geoffrey A. Witrak	In Kind	None	30 pairs noise reduction headphones, 80 flexible seating-Gaiam kids balance balls with stability legs, 20 flexible seating balance stools, 20 boxes fat pencils, Kindergarten supplies, furniture for the new Misaabekong classroom, bookshelves, cubby shelves
Piedmont	Big Life Team Keller Williams Classic Realty NW	In Kind	For kids in need	5 new knit hats and 50 pairs of new gloves - assorted sizes

RESOLUTION
2022 Legislative Platform



RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2022 Duluth School District Legislative Platform be adopted.

Duluth Public Schools – 2022 Legislative Platform

Construction Sales Tax Exemption: Support legislation exempting materials and supplies used in and equipment incorporated into the construction of the district's administrative and transportation facility. Legislation exempting materials and equipment from state sales tax for school projects in Duluth, Ely, Hibbing, and Rock Ridge public schools will be introduced in the 2022 legislative session.

Increased State Aid for Public Education: State aid for public education funding has not kept up with inflation. To help Duluth Public Schools compete in a challenging labor market and to meet student needs, we request that the state significantly increase and stabilize funding for Minnesota's local public education systems. We also support linking the basic education funding formula to annual increases to inflation.

Special Education: Continue to freeze special education cross-subsidies in place for each school district. Support a single special education formula that is stable and equitable, and consistent. Duluth Public Schools continues to request that the state of Minnesota help cover the district's special education losses of \$5.8 million dollars between FY16-FY19.

Compensatory Revenue: Allow school districts to use 2019 compensatory pupil counts to address impacts brought on by the COVID pandemic. We also support allowing for additional options to meet free and reduced-price lunch eligibility, which is the primary factor in determining compensatory revenue.

Operating Levies: Allow school board renewal of existing and future operating levies. Long Term Facilities Maintenance (LTFM): Remove the per pupil limit and broaden the eligible uses.

Reduce Mandates: Cease adding new unfunded mandates and fund current mandates already in law.

Mental Health Professionals: While over half of the schools in Minnesota are benefiting from School Linked Mental Health Services Grant funding, districts like Duluth Public Schools continue to see a gap in funding, with only partial elementary level services covered by the current grant. Expanding this grant, and providing complementary funding directly to districts, will allow greater support to students in need of critical care coordination and provide district staff and families mental health educational opportunities. Increase State grants to fully fund mental health professionals on an ongoing basis.

HUMAN RESOURCES ACTION ITEMS FOR: 1/18/2022**CERT APPOINTMENT****POSITION****EFFECTIVE DATES**

GORHAM, ANNE M	SPEC ED EBD/CONGDON, (BA)III 1, TEMP POS, ESSER FUNDING	1/04/2022	6/10/2022
GRIMSBY, ANGELA R	TEMP ASSIGNABLE TCHR/DW, (MA)IV 3, TEMP POS	12/13/2021	6/10/2022
MOE, MEGAN K	MATH INTERVENTIONIST TOSA/LOWELL, (BA)III 8, C UPTON	12/20/2021	
TERWEY, JOSH D	TEMP ASSIGNABLE TCHR/DENFELD, (BA)III 3, TEMP POS	12/15/2021	6/10/2022
WRIGHT, KARI L	TEMP ASSIGNABLE TCHR/DW, (MA)IV 2, TEMP POS	12/06/2021	6/10/2022
Total: 5			

CERT LEAVE**POSITION****EFFECTIVE DATES**

ISENBERG, EMILY M	ELEMENTARY ART SPECIALIST/LOWELL, MERRITT, CHESTER	1/18/2022	6/10/2022
Total: 1			

CERT PERM INCREASE**POSITION/LOCATION/LEAVE TYPE****EFFECTIVE DATES**

WENTWORTH, LISA R	SOCIAL EMOTIONAL LRNG/CONGDON, ALT TO SUSPENSION COORD/LINCONL PARK, .4 TO 1.0	12/06/2021	
Total: 1			

CERT TEMP DECREASE**POSITION****EFFECTIVE DATES**

MCNEIL, DENISE L	PRE-K/DW, 1.0 TO .8, VOLUNTARY	12/03/2021	6/10/2022
SEXTON, SARAH M	SPEC ED ECSE/DW, 1.0 TO .6, VOLUNTARY	12/06/2021	6/10/2022
Total: 2			

CERT TEMP INCREASE**POSITION****EFFECTIVE DATES**

CARLSON, JAMES H	VISUAL ARTS/EAST, 1/6 OVERLOAD	1/24/2022	6/10/2022
ELLINGSO, KRISTEN L	ELEMENTARY ART/LESTER PARK, 1/6 OVERLOAD	1/04/2022	6/10/2022
ENTZMINGER-BUSSEY, AMY M	SPEECH PATHOLOGIST/STOWE, 1/6 OVERLOAD	11/29/2021	6/10/2022
LEWIS, ED M	MATH/DENFELD, 1/6 OVERLOAD	12/08/2021	6/10/2022
SPEHAR, SOPHIE G	VISUAL ARTS/EAST, 1/6 OVERLOAD	1/24/2022	6/10/2022
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/RESIDENTIALS, 1/6 OVERLOAD	9/08/2021	6/17/2022
Total: 6			

NON CERT APPOINTMENT**POSITION****EFFECTIVE DATES**

ARNOLD, JAMIE L	OSSI/TRANSPORTATION, 40/52WKS, \$17.68/HR, J ANDREWS	12/13/2021	
FULLER, HANNA L	SUPV PARA/ORDEAN EAST, 30/38WKS, \$15.48/HR, TEMP POS	12/14/2021	6/10/2022
HOLL, DEBRA L	SPEC ED BW PARA/PIEDMONT, 18.75/38WKS, \$18.07/HR, TEMP POS	12/13/2021	6/10/2022
HOLMES, SCOTT A	PRE-SCHOOL PARA/HOMECROFT, 23/38WKS, \$16.40/HR, J ONNEN	12/13/2021	6/10/2022
JORGENSEN, MARTHA K	SPEC ED BW PARA/CONGDON, 31.25/38WKS, \$16.40/HR, TEMP POS	11/30/2021	6/10/2022
KACZOR, THOMAS S	INSTR PARA/MYERS-WILKINS, 31.25/38WKS, \$14.10/HR, TEMP POS	12/06/2021	6/10/2022
SINCLAIR, STEPHEN J	ECFE PARA/PIEDMONT, 20/38WKS, \$14.78/HR, J JONES	11/22/2021	
SODERBURG, JERRIE L	OSSI/LOWELL, 40/45WKS, \$18.96/HR, C HYNES	12/06/2021	
TJADEN, LAURIE E	SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$19.54/HR, G TADEVICH	12/13/2021	
TUOMINEN, BAILEY M	OSSI/DW, 40/52WKS, \$17.68/HR, NEW POS	11/29/2021	
VICTOR, KASAUNDR A	SPEC ED PROG PARA/PIEDMONT, 31.25/38WKS, \$16.40/HR, TEMP POS	11/16/2021	6/10/2022
Total: 11			

NON CERT LEAVE**POSITION****EFFECTIVE DATES**

BECHTOLD, BRENDA S	CAFETERIA HELPER/ORDEAN EAST	11/24/2021	12/02/2021
BUSKER, KEITH T	CUSTODIAN/DENFELD	11/30/2021	12/07/2021
BUSKER, SHANNON L	CUSTODIAN/DENFELD	11/30/2021	12/07/2021
DIVER, AMBER L	CAFETERIA HELPER/STOWE	11/15/2021	12/29/2021
DUVALL, JACQUELINE E	SPEC ED PARA/EAST	11/29/2021	12/03/2021
FRANCISCO, MEGAN A	SPEC ED RN PARA/LESTER PARK	12/07/2021	12/10/2021
GOODREAU, MARIAH M	SPEC ED PARA/LAURA MACARTHUR	11/30/2021	12/03/2021
KROCHALK, SUSAN L	CUSTODIAN/PIEDMONT	12/06/2021	12/10/2021
KUUTTI, ERVIN S	SPEC ED PARA/LINCOLN PARK	11/30/2021	12/07/2021
MCDONALD, DENNIS M	SPEC ED PARA/DENFELD	11/30/2021	12/06/2021
ONNEN, JACQUELINE A	SPEC ED ECSE PARA/LOWELL	12/02/2021	12/09/2021
PAISLEY, MELISSA D	CAFETERIA HELPER/CONGDON	12/01/2021	12/10/2021
ROEMER, CAROLYN M	SPEC ED ECSE PARA/PIEDMONT	11/29/2021	12/04/2021
SANCHEZ, MARIO S	INTEGRATION SPECIALIST/EAST, DATE TBD	1/18/2022	
Total: 14			

NON CERT PROMOTION**POSITION****EFFECTIVE DATES**

CARROLL, MIKILIA C	EEA CLERICAL/ASS'T SUPT/UHG, OSSS/TECHNOLOGY/UHG, \$22.71, N CANAVAN	12/01/2021	
LEISCHKE, LAUREN E	OSSI/SPECIAL SERVICES/UHG, SPEC ED PROG PARA/EAST, \$19.79/HR	11/29/2021	
PAQUETTE, PATRICIA M	EXECUTIVE ASST/PAYROLL/UHG, EXECUTIVE CLERICAL/SUPT/UHG, \$26.06/HR, M THIBAUT	11/01/2021	
Total: 3			

NON CERT RESIGNATION**POSITION****EFFECTIVE DATES**

COLLINS, JACOB R	SPEC ED PARA/EAST	12/27/2021	
DOLENTZ, JACQUELINE M	BUSINESS SERV COORD/EXEC ASST/BUSINESS SERVICES/UHG	1/14/2022	
HOLMES, SCOTT A	PRE SCHOOL PARA/HOMECROFT	12/14/2021	
MAKI, TIMOTHY E	BUS MECHANIC/TRANSPORTATION	1/04/2022	
SANCHEZ, MARIO S	INTEGRATION SPECIALIST/EAST, PRESUMED RESIGNED	11/17/2021	
Total: 5			

NON CERT RETIREMENT**POSITION****EFFECTIVE DATES**

MURRAY, COLLEEN M	BUS DRIVER/TRANSPORTATION	12/31/2021	
Total: 1			

**HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022**

11-Jan-22

12/28/2021

REVENUES	21-22			21-22		21-22		21-22	
	CURRENT YEAR F ADOPTED BUDGET		REVISED BUDGET	RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July - June 2022	July - June 2022		July - June 2022		July - June 2022	
General	1	\$ 101,087,520.51	\$ 101,590,505.11	\$ 30,226,468.64	\$ 2,075,550.07	\$ 69,288,486.40			
Food Service	2	\$ 3,945,850.00	\$ 3,945,850.00	\$ 1,317,997.41	\$ 511,711.31	\$ 2,116,141.28			
Transportation	3	\$ 6,504,716.31	\$ 6,504,716.31	\$ 1,124,838.08	\$ 195,267.85	\$ 5,184,610.38			
Community Ed	4	\$ 7,830,758.86	\$ 8,194,302.61	\$ 2,614,461.08		\$ 5,579,841.53			
Operating Captial	5	\$ 7,387,117.02	\$ 7,387,117.02	\$ 392,763.88	\$ -	\$ 6,994,353.14			
Building Construction	6		\$ 31,497,610.17	\$ 31,497,610.17		\$ -			
Debt Service Fund	7	\$ 22,660,833.56	\$ 22,660,833.56	\$ 1,941,582.72		\$ 20,719,250.84			
Trust Fund	8	\$ 251,075.00	\$ 251,075.00			\$ 251,075.00			
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 382,932.76		\$ 434,067.24			
Student Acitivity Co-Curric	71		\$ -	\$ -		\$ -			
Student Acitivity	79		\$ 57,069.55	\$ 57,069.55		\$ -			
	98	\$ -	\$ -	\$ -		\$ -			
	99	\$ -	\$ -	\$ -		\$ -			
REVENUE	TOTALS:	\$ 150,484,871.26	\$ 182,906,079.33	\$ 69,555,724.29	\$ -	\$ 110,567,825.81			

EXPENSES	21-22			21-22		21-22		21-22	
	CURRENT YEAR F ADOPTED BUDGET		REVISED BUDGET	EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July - June	July - June	July - June		July - June		July - June	
General	1	\$ 100,806,716.16	\$ 101,662,401.76	\$ 39,486,514.60	\$ 3,582,924.81	\$ 58,592,962.35			
Food Service	2	\$ 4,243,339.99	\$ 4,243,339.99	\$ 1,509,925.21	\$ 1,008,567.01	\$ 1,724,847.77			
Transportation	3	\$ 6,110,465.19	\$ 6,110,465.19	\$ 2,611,472.14	\$ 284,655.28	\$ 3,214,337.77			
Community Ed	4	\$ 8,233,997.45	\$ 8,597,541.20	\$ 2,888,159.35	\$ 25,825.48	\$ 5,683,556.37			
Operating Captial	5	\$ 8,055,997.62	\$ 8,055,997.62	\$ 3,750,693.41	\$ 453,901.38	\$ 3,851,402.83			
	6	\$ -	\$ 1,872,716.73	\$ 1,604,152.29	\$ 268,564.44	\$ -			
Debt Service Fund	7	\$ 23,166,651.00	\$ 23,166,651.00	\$ 2,928,286.93		\$ 20,238,364.07			
Trust Fund	8	\$ 250,000.00	\$ 250,000.00			\$ 250,000.00			
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 265,570.06		\$ 551,429.94			
Student Acitivity Co-Curric	71					\$ -			
Student Acitivity	79		\$ 15,262.39	\$ 15,262.39		\$ -			
	98					\$ -			
	99					\$ -			
EXPENSE	TOTALS	\$ 151,684,167.41	\$ 154,791,375.88	\$ 55,060,036.38	\$ -	\$ 94,106,901.10			

Esser 11	Expenses	Fund 06	Expenses	Fund 01 Student Activity	
Fin 155	\$ 3,101,916.62	debt serv payment/prof serv course 000/000	\$ 872,153.44	Prog 291-298 Revenue	\$ 591,900.28
		admin owner pymnt course 800	\$ 107,932.69	Prog 291-298 Expenses	\$ 629,268.30
		admin design serv course 801	\$ 606,250.92		
		admin constru mngmt course 802	\$ 191,774.00		
		admin commissions course 803	\$ (19,240.66)		
		interior surf constr costs course 804	\$ 113,846.34		
			\$ 1,872,716.73		

**Fundraisers Reported
December 2021**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park	School-wide	\$2,700.00	Students do chores at home to raise money for small trees & gifts, then deliver them to residents at nursing homes (previously hospitals)

EEAC By-laws - December 15th, 2021

BY-LAWS

Independent School District # 709

Education Equity Advisory Committee

ARTICLE I

Name

The name of this Advisory committee shall be the “Education Equity Advisory Committee” hereinafter referred to as EEAC. The committee shall exist by virtue of Independent School District #709 School Board Policy NO.1070 - Citizens Advisory Committee: General Policy.

ARTICLE II

Purpose

The purpose of this committee shall be for the Duluth Public Schools to establish and use a Citizens Advisory Committee to provide recommendations and advice on matters of Education Equity to the ISD#709 School Board and district administrative personnel regarding planning, implementation, and/or evaluation of various district initiatives or plans in compliance with MN Statutes and Rules such as the Achievement and Integration Plan, the ESSA Northstar Plan and related policies, procedures, and goals.

ARTICLE III

Participants

Section 1. EEAC shall strive to achieve participation from a diverse range of perspectives and communities.

1.1 EEAC shall remain committed to the pursuit of education equity where the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, ethnicities, incomes, and other social conditions are fully recognized.

1.2 The EEAC is intentionally designed for active participants who are committed to eliminating those structural and institutional barriers to educational opportunity.

Section 2. Participants may be students, families, staff, and community members (individuals, organizations, committees) willing to participate in an advisory capacity where consensus is utilized to provide advice and recommendations on matters of Education Equity to the Duluth Public Schools. District administrators shall be ex-officio.

2.1 It shall be the goal of the EEAC that the Participants shall be reasonably representative of the diversity of the district, always striving for communities of color to be fully represented.

Section 3. The EEAC shall remain committed to the recognition of the negative dynamics of power and privilege present in many of the “isms” of our society (i.e. Racism, Sexism).

3.1 The EEAC shall actively resist these dynamics and manifestations in all EEAC meetings and matters.

Section 4. At each meeting, Participants shall sign-in and acknowledge who they represent.

4.1 All participants will identify whether they are active participants who will be participating in any consensus decision making process.

4.2 Any participant can choose to not actively participate in the consensus process on any matter by simply identifying this to the group.

Section 5. Although there will be Participants of different communities and the school district at each meeting of the EEAC, all meetings and work done by the EEAC would be open and inclusive of all members of the community with passion, concern, and ideas for the district to meet their goals through equitable practices.

ARTICLE IV

Facilitators

Section 1. There shall be two (2) Co-Facilitators of each EEAC Meeting. The facilitators shall perform the duties prescribed by the bylaws and by the guidelines adopted by the EEAC to meet the goal of each EEAC Meeting (see ARTICLE V Section 1, see ARTICLE II Section 1).

1.1 The Co-Facilitators shall be nominated and accepted by the active participants at each EEAC Meeting for the following regular meeting.

1.1a The Co-Facilitators of the EEAC may be participants of EEAC Subcommittees.

1.2 The Recorder shall be the person that is employed as the Office of Education Equity Office Support Specialist, other contractor, or a nominated active participant. who accepts the nomination for a specific EEAC meeting.

Section 2. The facilitators shall be nominated, and then shall have accepted the nomination for a specific EEAC Meeting.

Section 3. The removal of facilitators shall follow the District Code of Conduct for Board/Committee membership

ARTICLE V

Meetings

Section 1. The regular meeting of the EEAC shall be held monthly in a facility that is handicap accessible, unless otherwise ordered by the Independent School District #709 School Board or Superintendent.

1.1 The goal of each EEAC Meeting shall be to create two (2) specific items:

- 1) List of a maximum of four (4) Informational Items (by Consensus of active participants in attendance)
- 2) List of a maximum of four (4) Recommended Action Items (by Consensus of active participants in attendance)

1.2 These items shall be sent to district administrative personnel and the School Board after each EEAC meeting.

1.3 A report to the Committee of the Whole of the School Board shall be done between the EEAC meetings when there are Recommended Action Items or upon the request of the Committee of the Whole.

1.4 EEAC Meeting agenda items and/or requests for specific staff to attend (to provide information or answer questions) shall be submitted at least two (2) weeks in advance of each EEAC Meeting or agenda items may also be submitted at the end of each EEAC Meeting for the following meeting.

Section 2. Special meetings can be called by the EEAC, School Board, or by the Superintendent. The purpose of the special meeting shall be stated in the call for the meeting--with the notice of that special meeting--distributed at least three (3) school days prior to the meeting.

Section 3. The regular meeting in September of each year shall be known as the annual meeting. The meetings for each year shall be established at this annual meeting and shall be called the "Annual Schedule of Meetings."

Section 4. *Six (6)* active participants of the EEAC shall constitute a quorum for the purpose of doing business.

4.1 Temporary suspension of the *Six (6)* participant quorum.

4.1a Special circumstances as acknowledged by the consensus of the EEAC participants will determine the need and duration of any temporary suspension of the *Six (6)* participant quorum.

Section 5. All meetings of this EEAC shall be open to the public in accordance with Minnesota law. All meetings agendas will be posted on the ISD709 webpage and copies sent to each School Board member.

ARTICLE VI

Sub-committees

Section 1. A subcommittee, comprised of at least one (1) Facilitator and a minimum of three (3) EEAC participants should be representative of diverse communities. It shall be the duties of this sub-committee to recommend actions and/or modifications to the EEAC.

1.1 An official quorum for an EEAC Subcommittee is defined as four (4) active participants present, with at least one (1) serving as a Facilitator for each meeting held.

Section 2. Such other committees, standing, special or task shall be created at regular EEAC meetings with a Facilitator of that subcommittee designated.

2.1 Any EEAC Standing Committees will appoint Co-facilitators.

ARTICLE VII

Advisory Authority

A [Short Guide to Consensus EEAC - Adapted from Seeds for Change](#) shall direct the EEAC in all cases to which they are consistent with these bylaws and any special rules of order the EEAC may adopt. Unless stipulated in these bylaws, all recommended plans, actions, and/or changes by the active participants at a regularly scheduled meeting shall be the official advice or recommendation of the EEAC. The EEAC shall strive to seek unanimity in all official recommendations or necessary advice by following the guidelines spirit of Consensus.

ARTICLE VIII

Amendment of Bylaws

These bylaws can be amended at any meeting of the EEAC by consensus of the active participants. The amendment shall be introduced in writing at one meeting and discussion allowed at the following regular meeting. Upon EEAC approval of any amendment to the Bylaws, the amendment will be sent to the Duluth School Board as an action item.

ARTICLE IX

Operating Procedures

Operating procedures shall not violate the personnel policies and procedures of Independent School District #709. Operating procedures of this EEAC shall acknowledge--and to its fullest capacity--comply with all laws, acts, rules, policies and procedures that govern education within the state of Minnesota (Specifically noted: Minnesota Government Data Practices Act - Chapter 13) As it is the purpose of this committee to recommend actions regarding planning, implementation, and/or evaluation of various district initiatives or plans, including budgets and budget modifications, ISD 709 will provide the EEAC with the necessary budget information and reporting information. This information shall be in accordance with all of the reporting requirements of the current education legislation (currently ESSA).

Revision: Approved School Board 12/16/03
Revised: DIAC 3/30/05
Revised: DIAC 9/28/05
Revised: DIAC 10/04/06
Revised: DIAC 12.07.06
DIAC approved 12.13.06
School board approved 01.16.07
Revised: ~~DIAC~~ EEAC 1.23.09
Revised: 10.28.09
Approved by School Board 11.17.09
Revised: EEAC 12.15.21
Approved by School Board 1/18/22

Dec 20, 2021

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Parker Mitchell Ray	Duluth Public Schools	12/16/2021

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.



Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center



Dec 20, 2021


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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Alexandra Naomi Iverson	Duluth Public Schools	12/21/2021

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.



Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

526 HAZING PROHIBITION

[Note: School districts are required by statute to have a policy addressing these issues. The Minnesota Department of Education (MDE) will maintain and make available a model policy on student and staff hazing in accordance with Minn. Stat. § 121A.69. The MDE model policy differs from the MSBA/MASA model policy as it incorporates state and federal requirements related to harassment and discrimination which extends beyond the mandate of Minn. Stat. § 121A.69. Topics of harassment and discrimination are addressed in other MSBA/MASA policies. While school districts are required to adopt a policy governing student and staff hazing, school districts are not required to adopt any particular policy. MSBA recommends this policy.]

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.

F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.

Commented [1]: I am not aware of a separate hazing report. Are we considering this under our bullying/harassment online reporting system?

Commented [2]: After reviewing the form, I think this would indeed work.

Commented [3]: I truly believe that hazing could be reported through the bullying/harassment form.

- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

[Note: Proper reference should be made to the appropriate handbooks in each school district.]

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of

School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students
and Staff])

First Reading: 01.06.2021

526-5

214 - OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS BYLAW

I. PURPOSE

The purpose of this Bylaw is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF BYLAW

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related travel expenses.

V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 01-18-2022

Monthly Committee of the Whole Board Meeting - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 18, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. CALL TO ORDER

2. ROLL CALL

3. AGENDA ITEMS

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval

a. Education Equity Advisory Committee (EEAC) Bylaws Change 2
EEAC Coordinator, Nathan Smith

2) Resolutions

3) Other Action Items

a. Restructure of School Board Committees
School Board Chair, Jill Lofald

B. Informational Items

1) Presentations

a. School Resource Officer (SRO) Update
Assistant Superintendent, Anthony Bonds

b. Fiscal Year 23 Curriculum Course Changes 12
Secondary Curriculum Coordinator, Anna Cawcutt

c. Solar Energy Project

d. Safe Learning Plan Update 13
Superintendent, John Magas

C. Other - None

4. ADJOURN

BY LAWS

Independent School District # 709

Education Equity Advisory Committee

ARTICLE I

Name

The name of this Advisory committee shall be the “Education Equity Advisory Committee” hereinafter referred to as EEAC. The committee shall exist by virtue of Independent School District #709 School Board actions and shall exist in conformity with School Board Policy NO. 1070-Citizens Advisory Committee: General Policy.

ARTICLE II

Purpose

Section 1. The purpose of this committee shall be to involve community members as voting members and ISD #709 district administrative personnel as resources in providing advice and recommendations to EEAC and/or their designee regarding the planning, implementation, evaluation and monitoring of all business relative to Desegregation/Integration Rule 3535 and its related policies, procedures and goals.

ARTICLE III

Members

Section 1. The active voting membership hereinafter referred to as active members of this EEAC- shall be limited to fifteen (15) active members.

- 1.1 Each group appointing members under Section 3.1 shall be strongly encouraged to select and give preference to achieving gender balance.
- 1.2 Each group appointing members under section 3.1 shall be strongly encouraged to select, and give preference to families of protected students in ISD #709.

Section 2. Any adult resident of ISD #709 shall be eligible for active memberships only within the parameters of this Article III.

Section 3. The active membership shall be representative of fifteen (15) members appointed by communities of color as prescribed in this Article III, Section 3.

3.1 The active community membership shall be comprised of four (4) officially appointed representatives from the Duluth Indian Education Advisory (Parent Advisory) Committee, four (4) officially appointed representatives of the African American Educational Advisory Committee, two (2) officially appointed representatives of the Asian-Pacific Educational Advisory Committee, two (2) officially appointed representatives of the Adelante Educational Advisory Committee and two (2) officially appointed community representatives selected by the Chairperson of the Board in consultation with the Superintendent and at least one (1) member will be selected from the communities (as defined by MN Desegregation Statute 3535) most affected by desegregation.

3.2 One (1) active member from Independent School District #709 school board shall be selected by the School Board and will serve one (1) year commencing in January.

3.3 Membership shall be for two (2) years commencing June 1. Exclusive of the School Board member whom will be appointed and serve as per Article III Section 3.2.

Section 4. Floating alternates for each active member shall be designated by the appointing Parent Advisory Committee (P.A.C.)/Chair in compliance with this Article III, Section 1.2 and shall function under the Bylaws established by this committee. Each group participating as members of the EEAC as identified in Section 3.1 of Article III, can appoint a floating alternate that will have the capacity to represent any active member of the group that may be absent. The active member shall be responsible for providing the name of the floating alternate to the EEAC Chairperson. The active member shall be responsible for contacting the floating alternate to attend the regular meetings when the active member's attendance is not possible. Each absence will require the active member to notify the Office of Education Equity with the name of the floating alternate who will represent him/her.

4.1 An active EEAC member or an EEAC floating alternate cannot simultaneously serve to represent in a voting capacity two or more entities (groups/P.A.C.).

Section 5. An annual schedule of meetings will be established and distributed in September and shall be considered the first notice to attend those meetings. A "second" notice will be sent within five (5) days prior to all regularly scheduled meetings.

Section 6. The active member is limited to a total of three absences during any given school year. Absences are defined as those not attended by either the active member or the alternate, where therein the active member shall be terminated.

Section 7. Any member desiring resignation from the EEAC shall submit a resignation to the chairperson.

Section 8. A proposal for subsequent membership--inclusive of replacement for terminated member as stipulated in Section 6--shall be acted upon at a regular meeting. Replacement for resigned members shall be made by the appointing group.

Section 9. Ex officio members will be nonvoting. Ex officio membership provides access for participation in meetings. Ex officio members shall be:

1. Office of Education Equity
2. Assistant Superintendent
3. The Director of Business Services
4. The Director of Human Resources

Section 10. Reasonable access will be extended to community members.

ARTICLE IV

Officers

Section I. The officers of this EEAC shall be a chairperson and a vice chairperson. The recording secretary/contractor will not be an elected office/officer. The officers shall perform the duties prescribed by the bylaws and by the parliamentary authority adopted by the EEAC.

1.1 The chairperson and vice chairperson shall be elected at the June meeting and begin their term immediately. Both shall be community people.

1.1a The Chairperson and the vice Chairperson of the EEAC will be ex-official members of all EEAC Subcommittees.

1.1b The Chairperson and/or the Vice Chairperson of the EEAC can act as voting members of all or any EEAC Subcommittees when that EEAC Subcommittee lacks a quorum. This Section of Article IV authorizes that the Chairperson and/or Vice Chairperson at a EEAC Subcommittee meeting where a quorum has not been achieved, to act as a voting member of that subcommittee to achieve the quorum as stated within Article VI Section 1.1 of the Bylaws.

1.2 The recording secretary shall be the person that is employed as the Office of Education Equity Secretary or contractor.

Section 2. The officers shall be elected by ballot to serve for one year, or until their successors are elected.

Section 3. Officers shall be elected by majority vote of the active membership at the June regular meeting.

Section 4. The EEAC Executive Committee shall consist of the EEAC Chairperson and an EEAC Vice Chairpersons and all the Chairpersons of all the EEAC Standing Committees.

Section 5. The removal of officers shall follow Robert's Rules of Order.

ARTICLE V

Meetings

Section 1. The regular meeting of the EEAC shall be held monthly in a facility with handicapped access, unless otherwise ordered by the Independent School District #709 School Board, Superintendent, or by the executive committee.

Section 2. Special meetings can be called by the executive committee or by the Superintendent. The purpose of the special meeting shall be stated in the call for the meeting--with the notice of that special meeting--distributed at least three (3) school days prior to the meeting.

Section 3. The regular meeting in September of each year shall be known as the annual meeting. The meetings for each year shall be established at this annual meeting and shall be called the "Annual Schedule of Meetings."

Section 4. Eight (8) active members of the EEAC shall constitute a quorum for the purpose of doing business.

4.1 Temporary suspension of the eight (8) member quorum.

4.1a Special circumstances as acknowledged by the majority vote of the EEAC membership will determine the need and duration of any temporary suspension of the eight (8) member quorum.

Section 5. All meetings of this EEAC shall be open to the public.

ARTICLE VI

Sub-committees

Section 1. A budget subcommittee, comprised of the chairperson and the minimum of four (4) and a maximum of seven (7) EEAC members shall be appointed by the EEAC chairperson . It shall be the duties of this sub-committee to recommend actions regarding budgets and budget modifications to the EEAC. 36

1.1 An official quorum for an EEAC Subcommittee is defined as a simple majority of the official members appointed to that EEAC Subcommittee.

Section 2. Such other committees, standing, special or task shall be appointed by the chairperson with a convener or chairperson of that subcommittee designated.

2.1 All EEAC Standing Committees will appoint/elect a Chairperson and Vice Chairperson.

Section 3. The chairperson will endeavor as much as possible to balance the subcommittee membership by race, gender.

Section 4. Floating alternate members of EEAC can be selected (appointed) to serve as members of various EEAC sub-committees.

4.1 Each officially appointed EEAC Subcommittee member may suggest an alternate that when present in the absence of the officially appointed EEAC Subcommittee member will assume all voting privileges of that EEAC subcommittee member. The officially appointed EEAC subcommittee member shall select their alternate from the EEAC membership.

4.2 The officially appointed EEAC Standing subcommittee member shall submit the name of their alternate at the first meeting of that EEAC Subcommittee. During the course of operation, replacement members and alternates can be appointed pending the approval by the Chair of the EEAC.

4.3 The officially appointed EEAC Subcommittee alternate will serve a term that corresponds to the term of the official appointed EEAC Subcommittee member.

4.4 The officially appointed EEAC Subcommittee member will have the responsibility to contact their floating alternate so that they may serve at Subcommittee meetings when the EEAC Subcommittee member's absence is eminent.

ARTICLE VII

Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the EEAC in all cases to which they are not inconsistent with these bylaws and any special rules of order the EEAC may adopt. Unless stipulated in these bylaws: all actions, motions, resolutions, etc. voted upon by the active membership at a regularly scheduled meeting, shall carry the force of the EEAC if passed by simple majority.

ARTICLE VIII

Amendment of Bylaws

These bylaws can be amended at any meeting of the EEAC by majority vote of the active members. The amendment shall be introduced in writing at one meeting and discussion allowed at the following regular meeting. Upon EEAC approval of any amendment to the Bylaws, the amendment will be sent to the Duluth School Board as an action item.

ARTICLE IX

Operating Procedures

Operating procedures shall not violate the personnel policies and procedures of Independent School District #709. Operating procedures of this EEAC shall acknowledge--and to its fullest capacity--comply with all laws, acts, rules, policies and procedures that govern education within the state of Minnesota.

- “Floating alternate assumes the responsibility and voting privilege of the active member during the active member’s absence. When the active member enters the meeting; and upon requests of the active member the floating member relinquishes the responsibility of membership to the active member.
- “That when floating alternates are appointed by their respective appointing group/P.A.C. that a ‘rank order’ number be associated with each floating alternate. That further the floating alternate assume the responsibility of an absent active member in a descending order of the assigned rank order and that the floating alternates relinquish the responsibility upon the request of the active member should they become present.”

Revision: Approved School Board 12/16/03
Revised: DIAC 3/30/05
Revised: DIAC 9/28/05
Revised: DIAC 10/04/06
Revised: DIAC 12.07.06
DIAC approved 12.13.06
School board approved 01.16.07
Revised: ~~DIAC~~ EEAC 1.23.09
Revised: 10.28.09
Approved by School Board 11.17.09

Provisional EEAC By-laws - December 15th, 2021

BY-LAWS Independent School District # 709

Education Equity Advisory Committee

ARTICLE I

Name

The name of this Advisory committee shall be the “Education Equity Advisory Committee” hereinafter referred to as EEAC. The committee shall exist by virtue of Independent School District #709 School Board Policy NO.1070 - Citizens Advisory Committee: General Policy.

ARTICLE II

Purpose

The purpose of this committee shall be for the Duluth Public Schools to establish and use a Citizens Advisory Committee to provide recommendations and advice on matters of Education Equity to the ISD#709 School Board and district administrative personnel regarding planning, implementation, and/or evaluation of various district initiatives or plans in compliance with MN Statutes and Rules such as the Achievement and Integration Plan, the ESSA Northstar Plan and related policies, procedures, and goals.

ARTICLE III

Participants

Section 1. EEAC shall strive to achieve participation from a diverse range of perspectives and communities.

1.1 EEAC shall remain committed to the pursuit of education equity where the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, ethnicities, incomes, and other social conditions are fully recognized.

1.2 The EEAC is intentionally designed for active participants who are committed to eliminating those structural and institutional barriers to educational opportunity.

Section 2. Participants may be students, families, staff, and community members (individuals, organizations, committees) willing to participate in an advisory capacity where consensus is utilized to provide advice and recommendations on matters of Education Equity to the Duluth Public Schools. District administrators shall be ex-officio.

2.1 It shall be the goal of the EEAC that the Participants shall be reasonably representative of the diversity of the district, always striving for communities of color to be fully represented.

Section 3. The EEAC shall remain committed to the recognition of the negative dynamics of power and privilege present in many of the “isms” of our society (i.e. Racism, Sexism).

3.1 The EEAC shall actively resist these dynamics and manifestations in all EEAC meetings and matters.

Section 4. At each meeting, Participants shall sign-in and acknowledge who they represent.

4.1 All participants will identify whether they are active participants who will be participating in any consensus decision making process.

4.2 Any participant can choose to not actively participate in the consensus process on any matter by simply identifying this to the group.

Section 5. Although there will be Participants of different communities and the school district at each meeting of the EEAC, all meetings and work done by the EEAC would be open and inclusive of all members of the community with passion, concern, and ideas for the district to meet their goals through equitable practices.

ARTICLE IV

Facilitators

Section 1. There shall be two (2) Co-Facilitators of each EEAC Meeting. The facilitators shall perform the duties prescribed by the bylaws and by the guidelines adopted by the EEAC to meet the goal of each EEAC Meeting (see ARTICLE V Section 1, see ARTICLE II Section 1).

1.1 The Co-Facilitators shall be nominated and accepted by the active participants at each EEAC Meeting for the following regular meeting.

1.1a The Co-Facilitators of the EEAC may be participants of EEAC Subcommittees.

1.2 The Recorder shall be the person that is employed as the Office of Education Equity Office Support Specialist, other contractor, or a nominated active participant. who accepts the nomination for a specific EEAC meeting.

Section 2. The facilitators shall be nominated, and then shall have accepted the nomination for a specific EEAC Meeting.

Section 3. The removal of facilitators shall follow the District Code of Conduct for Board/Committee membership

ARTICLE V

Meetings

Section 1. The regular meeting of the EEAC shall be held monthly in a facility that is handicap accessible, unless otherwise ordered by the Independent School District #709 School Board or Superintendent.

1.1 The goal of each EEAC Meeting shall be to create two (2) specific items:

- 1) List of a maximum of four (4) Informational Items (by Consensus of active participants in attendance)
- 2) List of a maximum of four (4) Recommended Action Items (by Consensus of active participants in attendance)

1.2 These items shall be sent to district administrative personnel and the School Board after each EEAC meeting.

1.3 A report to the Committee of the Whole of the School Board shall be done between the EEAC meetings when there are Recommended Action Items or upon the request of the Committee of the Whole.

1.4 EEAC Meeting agenda items and/or requests for specific staff to attend (to provide information or answer questions) shall be submitted at least two (2) weeks in advance of each EEAC Meeting or agenda items may also be submitted at the end of each EEAC Meeting for the following meeting.

Section 2. Special meetings can be called by the EEAC, School Board, or by the Superintendent. The purpose of the special meeting shall be stated in the call for the meeting--with the notice of that special meeting--distributed at least three (3) school days prior to the meeting.

Section 3. The regular meeting in September of each year shall be known as the annual meeting. The meetings for each year shall be established at this annual meeting and shall be called the "Annual Schedule of Meetings."

Section 4. *Six (6)* active participants of the EEAC shall constitute a quorum for the purpose of doing business.

4.1 Temporary suspension of the *Six (6)* participant quorum.

4.1a Special circumstances as acknowledged by the consensus of the EEAC participants will determine the need and duration of any temporary suspension of the *Six (6)* participant quorum.

Section 5. All meetings of this EEAC shall be open to the public in accordance with Minnesota law. All meetings agendas will be posted on the ISD709 webpage and copies sent to each School Board member.

ARTICLE VI

Sub-committees

Section 1. A subcommittee, comprised of at least one (1) Facilitator and a minimum of three (3) EEAC participants should be representative of diverse communities. It shall be the duties of this sub-committee to recommend actions and/or modifications to the EEAC.

1.1 An official quorum for an EEAC Subcommittee is defined as four (4) active participants present, with at least one (1) serving as a Facilitator for each meeting held.

Section 2. Such other committees, standing, special or task shall be created at regular EEAC meetings with a Facilitator of that subcommittee designated.

2.1 Any EEAC Standing Committees will appoint Co-facilitators.

ARTICLE VII

Advisory Authority

A [Short Guide to Consensus EEAC - Adapted from Seeds for Change](#) shall direct the EEAC in all cases to which they are consistent with these bylaws and any special rules of order the EEAC may adopt. Unless stipulated in these bylaws, all recommended plans, actions, and/or changes by the active participants at a regularly scheduled meeting shall be the official advice or recommendation of the EEAC. The EEAC shall strive to seek unanimity in all official recommendations or necessary advice by following the guidelines spirit of Consensus.

ARTICLE VIII

Amendment of Bylaws

These bylaws can be amended at any meeting of the EEAC by consensus of the active participants. The amendment shall be introduced in writing at one meeting and discussion allowed at the following regular meeting. Upon EEAC approval of any amendment to the Bylaws, the amendment will be sent to the Duluth School Board as an action item.

ARTICLE IX

Operating Procedures

Operating procedures shall not violate the personnel policies and procedures of Independent School District #709. Operating procedures of this EEAC shall acknowledge--and to its fullest capacity--comply with all laws, acts, rules, policies and procedures that govern education within the state of Minnesota (Specifically noted: Minnesota Government Data Practices Act - Chapter 13) As it is the purpose of this committee to recommend actions regarding planning, implementation, and/or evaluation of various district initiatives or plans, including budgets and budget modifications, ISD 709 will provide the EEAC with the necessary budget information and reporting information. This information shall be in accordance with all of the reporting requirements of the current education legislation (currently ESSA).

12/15/21

Amended EEAC bylaws to be provisional for adoption by the School Board

22-23 Course Changes For Information Only

Each year, the courses offered to our students at the secondary level are reviewed by counselors, content specialists, principals, Curriculum Coordinator and the Director Secondary Teaching, Learning and Equity. After review and discussion recommendations for changes to the course catalog and supplements are listed below.

Blue - Add new course

Red - Delete

Green - Name Change and/or Course Description Change

Purple - Existing Course; Expanding to Academic Excellence Online (AEO)

Course Name	Number (Current)	Reason for change	New Name (if changed)	Department	Secondary Level
(CITS) General Psychology	232000	Course Description	Same	Social Studies	High School
Psychology	231900	Course Description	Same	Social Studies	High School
(CITS) Ojibwemowin	TBD	Add new Course	(CITS) Ojibwemowin	World Language	High School

Safe Learning Update

Committee of the Whole

January 6, 2022

2021-22 Safe Learning Plan



ISD 709

Guiding Principles

FOR SAFE IN-PERSON LEARNING

- 1 Ensure the safety and wellness of students and staff
- 2 Deliver high-quality instruction to students
- 3 Equity: Ensuring all means all
- 4 Optimize use of resources (space & materials)
- 5 Community and stakeholder engagement in plan development

Equity Criteria:

Access

Participation

Representation

Outcomes

ISD709.org/Equity

Current COVID Rates

- 9/5-9/18 - 42.02
- 9/12-9/25 - 41.27
- 9/19-10/2 - 46.92
- 9/26-10/09 - 60.33
- 10/03-10/16 - 59.25
- 10/10-10/23 - 54.50
- 10/17-10/20 - 57.25
- 10/24-11/6 - 74.14
- 10/31-11/13 - 92.12
- 11/7-11/20 - 109.59
- 11/14-11/27 - 110.76
- 11/21-12/4 - 109.18
- 11/28-12/11 - 88.29
- 12/5-12/18 - 62.66
- 12/12 - 12/25 - 70.40
- 12/19 - 1/1 - 79.55

Variables for Safe Learning

While the use of a single criteria is discouraged, it is vital that we continue to monitor key variables to ensure our ability to provide safe learning environments and to be good community partners.

Several of these include:

- Variant development
- Current COVID rates
- Transmission within the community
- Transmission within our classrooms
- Vaccination and booster rates
- Staffing Capacities
- Hospital capacity
- Other factors



Critical Safety Precautions

The Minnesota Department of Health recommends that we continue to emphasize:

- Promoting vaccines and boosters
- Universal masking
- Physical distancing
- Staying home when sick
- Testing
- Additional layers of safety

Practice Changes, Part I

Athletics, Activities and Field Trips:

In order to ensure our ability to provide safe in-person learning environments and to be good community partners, we are making several changes in our safety practices. Several of these include:

- Negative COVID test for overnight athletic travel
- Reinforce safety precautions for spectators at athletic events
- Pausing concerts, assemblies, dances and other large group activities, until further notice
- Continued pause of current overnight field trips
- February break, overnight trips are paused and Spring Break field trips are under further discussion

Practice Changes, Part II

Potential Exposure Notification:

With a high level of COVID-19 in our community, there is a risk of being exposed to COVID-19 everyday both at school and in the community. Because of this risk, we are asking that all staff and students consider themselves exposed to COVID-19 daily; therefore, we will no longer be sending potential exposure notification letters to staff and families when there is a positive case in a building. Please continue to monitor for COVID-19 like symptoms daily, stay home when you are sick, test for COVID-19, get vaccinated, and wear a mask.

Quarantine Guidance Update

On January 4, 2022, the [CDC shared that the 5 day quarantine guidance may be applied to K-12 schools.](#) On January 5, MDE sent a message to school leaders affirming the updated guidance applies to K-12 schools and that more information would be coming to Minnesota's schools from MDH the week of January 10. We are considering aligning district practices to this new CDC guidance.

Mandated Vaccination and Testing Update

The [Emergency Temporary Standard](#) will be taken up by the Supreme Court on January 7, 2022. Should the ETS remain in effect after the Supreme Court's ruling, compliance begins January 10, 2022. Should districts adopt MSBA model policy 491 that allows for employees to either be vaccinated or tested and use face coverings, compliance with testing beginning February 9, 2022.

Our policy committee has explored a draft MSBA policy related to this mandate, pending tomorrow's decision. More information to come as we learn of the Supreme Court's ruling.

Policy Committee Meeting - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 18, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING - Policy 526 Hazing** 2
3. **POLICIES FOR SECOND READING - Policy 214 Out-of-State Travel** 7
by School Board Members Bylaw
4. **OTHER DISCUSSION ONLY- 491 - Mandatory COVID-19 Vaccination** 9
or Testing and Face Coverings

526 HAZING PROHIBITION

[Note: School districts are required by statute to have a policy addressing these issues. The Minnesota Department of Education (MDE) will maintain and make available a model policy on student and staff hazing in accordance with Minn. Stat. § 121A.69. The MDE model policy differs from the MSBA/MASA model policy as it incorporates state and federal requirements related to harassment and discrimination which extends beyond the mandate of Minn. Stat. § 121A.69. Topics of harassment and discrimination are addressed in other MSBA/MASA policies. While school districts are required to adopt a policy governing student and staff hazing, school districts are not required to adopt any particular policy. MSBA recommends this policy.]

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

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A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.

F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.

Commented [1]: I am not aware of a separate hazing report. Are we considering this under our bullying/harassment online reporting system?

Commented [2]: After reviewing the form, I think this would indeed work.

Commented [3]: I truly believe that hazing could be reported through the bullying/harassment form.

- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, **restorative practices**, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

[Note: Proper reference should be made to the appropriate handbooks in each school district.]

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of
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School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students
and Staff])

First Reading: 01.06.2021

526-5

214 - OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS BYLAW

I. PURPOSE

The purpose of this Bylaw is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF BYLAW

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to all out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related travel expenses.

V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board’s approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

Replacing: Policies 8020, 8025, 8115
First Reading: 11-17-2015
Adopted: 12-15-2015 ISD709
Updated: 02-27-2018
Reviewed: 01-18-2022

491 - MANDATORY COVID-19 VACCINATION OR TESTING AND FACE COVERINGS

[Note: School districts are required by federal and state regulations to have a policy addressing these issues. The federal Occupational Safety and Health Administration ("OSHA") implemented the Emergency Temporary Standard on Vaccination and Testing ("ETS"). These regulations then were adopted by the Minnesota Occupational Safety and Health Administration ("MNOSHA") requiring employers, including school districts, to "establish, implement, and enforce" one of two policies: (1) a mandatory vaccination policy, or (2) a mandatory vaccination or testing and masking policy. Note that under the first policy, testing and masking still may be implemented if an employee is granted a reasonable accommodation, whereas under the second policy employees may test and mask even if they do not have a disability or religious belief that prevents them from being vaccinated. This model policy is for option 2, the mandatory vaccination or testing and face covering policy.]

I. PURPOSE

The purpose of this policy is to comply with federal and state legal requirements related to the health and safety of school district students, staff and visitors due to the COVID-19 pandemic. The school district's intent is that this policy meet, and should be read consistent with, the procedures mandated by the Occupational Safety and Health Administration's ("OSHA's") Emergency Temporary Standard on Vaccination and Testing ("ETS") (see 29 C.F.R. § 1910.501) as adopted by the Minnesota Occupational Safety and Health Administration ("MNOSHA"), to the extent these regulations are adopted and enforceable. This policy shall be governed by the laws of, and applicable to, the State of Minnesota. If any part of this policy is construed to be in violation of any law, it shall not be enforced, but portions remaining valid shall remain in full force and effect.

II. SCOPE

This policy applies to all employees of the school district, both full and part-time. For purposes of this policy, the term "employees" includes all part-time employees, student employees, and temporary or seasonal employees, but does not apply to volunteers, independent contractors, employees who are employed through a staffing agency, or employees who do not report to a workplace where other employees or students are present, except as modified by law.

III. DEFINITIONS

- A. "Authorized telehealth proctor" means someone who is trained to observe sample collection and provide instructions and result interpretation assistance to individuals taking a COVID-19 test.
- B. "COVID-19 antigen test" means an in vitro diagnostic test used to detect active SARS-CoV-2 infection approved or authorized for emergency use by the U.S. Food and Drug Administration ("FDA").
- C. "COVID-19 nucleic acid amplification test ("NAAT")" means a molecular test that detects the ribonucleic acid ("RNA") sequences that compromise the genetic material of the virus approved or authorized for emergency use by the FDA.

IV. OVERVIEW AND GENERAL INFORMATION

- A. Any employee that chooses to be vaccinated against COVID-19 must be fully vaccinated no later than January 10, 2022. Any employee not fully vaccinated by January 10, 2022, will be subject to the regular testing and face covering requirements of this policy until fully vaccinated.
- B. Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine. Employees will be considered partially vaccinated if they received only one dose of a two-dose vaccine. This policy does not require booster vaccinations.
- C. Employees are responsible for scheduling their own vaccination appointments through their medical provider or pharmacy. The school district may hold vaccine clinics that the employee may attend, but the availability of a vaccine clinic does not shift the responsibility of obtaining a vaccination from the employee.
- D. An employee who does not comply with this policy will be subject to disciplinary action as set forth in School District policy and the employee’s collective bargaining agreement (“CBA”) or employment contract or other agreement, to the extent applicable.

V. VACCINATION STATUS AND ACCEPTABLE FORMS OF PROOF OF VACCINATION

- A. All vaccinated employees are required to provide proof of full COVID-19 vaccination, regardless of where they are vaccinated, and even if employees received a vaccination through a school district sponsored clinic. Proof must be provided before January 10, 2022. If the school district does not receive proof of full vaccination from an employee by January 10, 2022, that employee will be considered unvaccinated until such proof is received.
- B. Proof of vaccination must be submitted to *[insert name of school official]*. Acceptable submissions include emailing a copy of the proof of vaccination, providing a physical copy of the proof of vaccination, or bringing the proof of vaccination for the *[insert name of school official]* to copy.

C. Acceptable Proof of Vaccination Status

The following forms of proof of vaccination status will be accepted:

- 1. The record of immunization from a healthcare provider or pharmacy;
 - 2. A copy of the COVID-19 vaccination Record Card;
 - 3. A copy of medical records documenting the vaccination;
 - 4. A copy of immunization records from a public health, state, or tribal immunization information system; or
 - 5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine(s).
- D. Proof of vaccination must include the employee’s name and should include the type of vaccine administered, the date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site. In those circumstances the school district will accept the state immunization record

as acceptable proof of vaccination.

- E. If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to his/her vaccination status (fully vaccinated or partially vaccinated); attesting that the employee lost and is otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

“I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties.”

Employees who attest to their vaccination status in this manner shall, to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of the administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine.

- F. To satisfy this policy, the COVID-19 vaccine must be approved or authorized for emergency use by the Federal Food and Drug Administration (“FDA”), or listed for emergency use by the World Health Organization (“WHO”).

VI. SUPPORTING COVID-19 VACCINATION

- A. An employee may take up to four hours of paid leave per dose to travel to the vaccination site, receive a COVID-19 vaccination, and return to work. A maximum of eight hours of paid leave will be provided for employees receiving two primary doses. Paid leave provided for obtaining a COVID-19 vaccination will not affect or reduce any accrued leave time (e.g., vacation or sick leave). If an employee does not require the full use of four or eight hours to obtain the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four or eight hours to obtain the vaccine must send their supervisor an email documenting the reason for the additional time. Any additional time requested will be granted, if reasonable, but will not be paid by the school district. An employee may elect, however, to substitute accrued paid leave in lieu of unpaid leave. Employees vaccinated outside of their approved work hours will not be compensated unless previously agreed to in writing by the school district.
- B. Employees may utilize up to two workdays of accrued paid sick leave immediately following receipt of each primary dose if they experience side effects from the COVID-19 vaccination that prevent them from working. Employees who have no accrued sick leave will be granted up to two days of additional paid sick leave immediately following each primary dose, if necessary, upon written approval by the school district.
- C. Employees are to follow the school district procedures in requesting sick leave for duty time missed to obtain the COVID-19 vaccine or sick leave to recover from side effects.
- D. Paid leave will not be provided by the school district for booster shots for employees who have been fully vaccinated.
- E. Nothing in this policy should be construed to create a right to paid leave for any vaccination other than the one or two primary COVID-19 vaccination doses.

VII. ACCOMMODATION REQUESTS

Employees may request an accommodation from this vaccination policy if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated, test for COVID-19, and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for reasonable accommodations must be initiated by the employees by submitting a written request to *[insert name of school official]*. All such requests will be handled in accordance with applicable laws and regulations.

VIII. COVID-19 TESTING

- A. Effective January 10, 2022, all employees who are not fully vaccinated and who have not received a reasonable accommodation pursuant to Section VII. of this policy will be required to comply with Sections VIII. and IX. of this policy.
- B. Effective February 9, 2022, employees who report to the workplace at least once every seven days:
 - 1. Must be tested for COVID-19 at least once every seven days; and
 - 2. Must provide documentation of the most recent COVID-19 test result to *[insert name of school official]* no later than the seventh day following the date on which the employee last provided a test result.
- C. An employee who does not report to the workplace during a period of seven or more days (e.g., teleworking or on vacation for two weeks):
 - 1. Must be tested for COVID-19 within seven days prior to returning to the workplace; and
 - 2. Must provide documentation of that test result to *[insert name of school official]* upon return to the workplace.
- D. Employees who do not provide documentation of a COVID-19 test result as required by this policy, will be removed from the workplace until a test result is provided.
- E. Employees who received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis. Employees must provide proof of the positive test result or diagnosis to *[insert name of school official]*.
- F. Approved COVID-19 Tests
Approved COVID-19 tests are tests for SARS-CoV-2 that are:
 - 1. Cleared, approved, or authorized, including in an Emergency Use Authorization (EUA), by the FDA to detect current infection with the SARS-CoV-2 virus;
 - 2. Administered in accordance with the authorized instructions; and
 - 3. Not both self-administered and self-read unless observed by the school district or an authorized telehealth proctor.
- G. Employees who elect to complete weekly testing in lieu of getting fully vaccinated may test during the regular workday. Employees must abide by the following testing

procedures:

[Insert a description of the school district's testing procedures.]

Employees may be responsible for paying the cost of testing depending on the employee's CBA or contract with the school district.

IX. FACE COVERINGS

- A. Employees covered by this policy who are not fully vaccinated will be required to wear a face covering. Face coverings must (1) completely cover the nose and mouth; (2) be made with two or more layers of a breathable fabric that is tightly woven (i.e. fabrics that do not let light pass through when held up to a light source); (3) be secured to the head with ties, ear loops, or elastic bands that go behind the head; (4) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (5) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively. If gaiters are worn, they should have two layers of fabric or be folded to make two layers.
- B. Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes.
- C. Employees who choose to remain unvaccinated are responsible for providing their own face covering that complies with this policy.
- D. The following are exceptions to the school district's requirements for face coverings required by this policy:
 - 1. When an employee is alone in a room with floor-to-ceiling walls and a closed door.
 - 2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
 - 3. When an employee is wearing a respirator or facemask, as those terms are defined by 29 C.F.R. § 1910.501(c) or other applicable OSHA/MNOSHA regulation.
 - 4. Where the school district has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to the employee's job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).
- E. The face covering requirements are applicable regardless of any other school district policy, resolution, regulation or administrative directives regarding face coverings.

X. EMPLOYEE NOTIFICATION OF COVID-19 AND REMOVAL FROM THE WORKPLACE

- A. The school district will require employees to promptly notify *[insert name of school*

official] when they test positive for COVID-19 or are diagnosed with COVID-19 by a licensed healthcare provider.

[Insert a description as to how employees will communicate with the school district if they are sick or experiencing symptoms while at home or at work.]

[Insert a description of any leave policies specific to this policy that the school district will implement for employees who test positive or are diagnosed with COVID-19.]

B. Medical Removal from the Workplace

The school district also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances. The school district will immediately remove employees from the workplace if they received a positive COVID-19 test or are diagnosed with COVID-19 by a licensed healthcare provider (i.e., immediately send them home or to seek medical care, as appropriate).

[Insert a description of the school district's policies for removing employees from the workplace and any relevant procedures for working remotely or in isolation.]

C. Return to Work Criteria

1. For employees removed because they are COVID-19 positive, the school district will keep them removed from the workplace until the employees receive a negative result on a COVID-19 nucleic acid amplification test ("NAAT") following a positive result on a COVID-19 antigen test if the employees choose to seek a NAAT test for confirmatory testing; meet the return to work criteria in the "Isolation Guidance" of the Centers for Disease Control and Prevention ("CDC"); or receive a recommendation to return to work from a licensed healthcare provider.
2. Under the CDC's "Isolation Guidance," asymptomatic employees may return to work once 10 days have passed since a positive test, and symptomatic employees may return to work after all the following are true:
 - a. At least 10 days have passed since symptoms first appeared, and
 - b. At least 24 hours have passed with no fever without fever-reducing medication, and
 - c. Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation).

If an employee has severe COVID-19 or an immune disease, the school district will follow the guidance of a licensed healthcare provider regarding return to work.

3. *[Insert description of any additional school district policies for employees returning to work following removal from the workplace due to COVID-19.]*

XI. NEW HIRES

All new employees are required to be in compliance with this policy before arriving at the workplace as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

XII. CONFIDENTIALITY AND PRIVACY

and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Stat. § 363A.20 (Exemption Based on Employment)
Minn. R. Pt. 5205.0010, subp. 2, QQ (Adoption of Federal Occupational Health and Safety Standards by Reference)
29 C.F.R. § 1910.501 (Emergency Temporary Standard on Vaccination and Testing)
42 U.S.C. § 2000-e, et seq. (Equal Employment Opportunity)
42 U.S.C. § 12101, et seq. (Americans with Disabilities Act)
29 C.F.R. § 1630.14(d)(4) (Medical Examinations and Inquiries Specifically Permitted)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 807 (Health and Safety)
Centers for Disease Control's "Isolation Guidance" found at:
<https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html>.

Human Resources / Finance Committee Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 18, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. <u>Guest Presentations at the January 11, 2022 HR/Finance Committee Meeting</u>	
A. Jeff Anderson, Costin Group: Review of 2022 Legislative Platform	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	3
B. Business Services	
1) Finance Department Report - Verbal	
a. Finance Education: Upcoming Legislative Session	
2) Enrollment Report	4
3) Child Nutrition Department Report	6
4) Facilities Department Report	7
5) Technology Department Report	10
6) Transportation Department Report	11
3. <u>Consent Agenda</u>	
A. HR Staffing Report	12
B. Finances	
1) Financial Report	13
2) Fundraisers	14
C. Bids, RFPs, and Quotes - None	
1) PLACEHOLDER - Bid, RFP or Quote	
D. Contracts, Change Orders and Leases - None	
1) PLACEHOLDER - Contracts, Change Orders and Leases	
E. Resolutions	
1) B-1-22-3868 - Acceptance of Donations to Duluth Public Schools	15
2) B-1-22-3869 - 2022 Legislative Platform	16
3) PLACEHOLDER - Resolution	
4. <u>Miscellaneous Informational Items (no action required)</u>	
A. Pay Equity Report	18
B. District Properties Update	24
C. Expenditure Contracts	25
D. No Cost Contracts	106
E. Revenue Contracts	112
F. Grant Applications - None	
G. Change Orders Signed - None	
H. Referrals to Policy Committee - None	

**Human Resources Report Summary
December 2021 Activities**

1) Staffing Updates:

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

	Certified	Non-Certified
# New Hires	5	11
# Retirements	0	1
# Resignations	0	5
# Leave of Absences	1	14

2) HR Department Updates:

Human Resources Director Updates: The Pay Equity report was completed this month and was in compliance. I have been meeting with principals at each school to better understand how HR can support them and service their needs. The HR team continues to work on process improvements. New HR Assistant started on January 4, 2022.

Benefits Department: I have been working on Life Insurance census data for Madison National and starting to gather data for ACA reporting. With our new HR Assistant , I hope to train Kinsey on more benefits related items.

Certified Department: We continue to post and hire for Teachers. We were able to hire 8 Temporary Assignable Teachers to work in our buildings to help with sub shortages.

Non Certified Department: Melanie Soderlund and I are currently working to get our new HR Assistant up to speed working on Non-Certified job postings, clerical testing, and offer letter distribution.

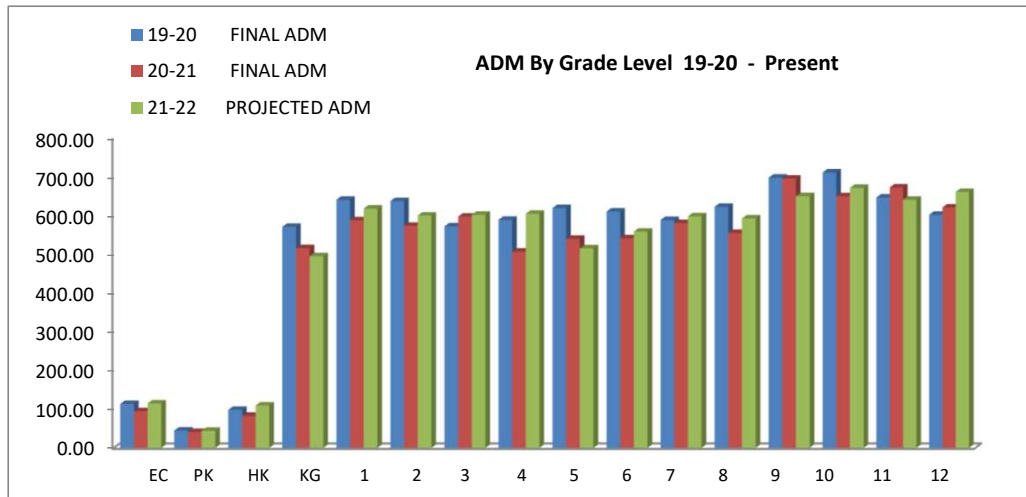
We continue to post and hire for Paraprofessional, Maintenance and Clerical Staff.

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
JANUARY 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	379	279	256.00	115.76	100.00	3.27	0.41
PK	73	57	69.00	44.39	52.00	1.64	0.78
HK	118	110	108.00	110.36	90.00	1.07	1.00
KG	540	472	497.00	496.00	505.00	1.09	1.05
1	770	652	621.05	618.40	610.00	1.24	0.95
2	796	646	603.00	600.43	610.00	1.32	0.93
3	714	631	605.00	602.42	612.00	1.18	0.96
4	750	678	618.00	605.21	615.00	1.23	0.90
5	643	571	527.00	516.09	542.00	1.24	0.91
6	705	621	570.85	559.03	570.00	1.26	0.90
7	739	652	609.95	598.40	587.00	1.22	0.93
8	751	656	604.35	592.91	597.00	1.25	0.91
9	977	748	679.00	650.34	665.00	1.50	0.87
10	1195	800	701.10	671.51	692.00	1.77	0.84
11	1277	770	669.25	641.00	665.00	1.99	0.83
12	1657	971	690.35	661.21	668.00	2.50	0.68
PS	381	296					
Total:	12084	9314	8428.9	8083.46	8180.00	1.49	0.87

+proj-budg> -96.54

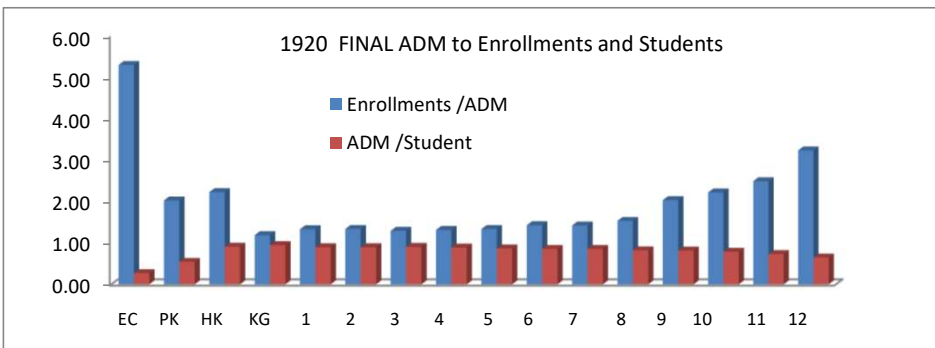
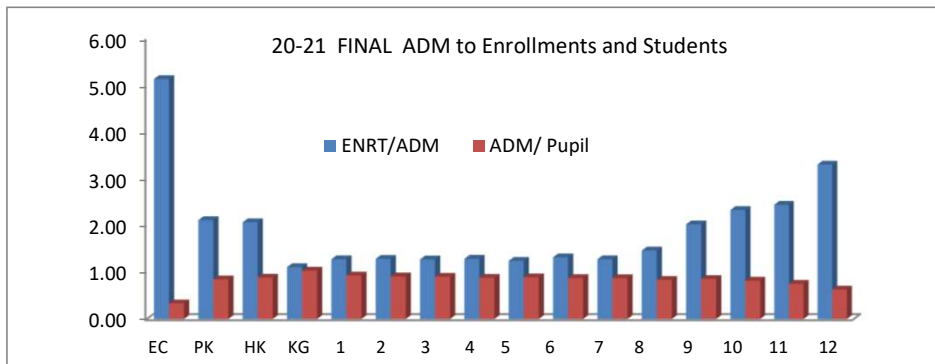
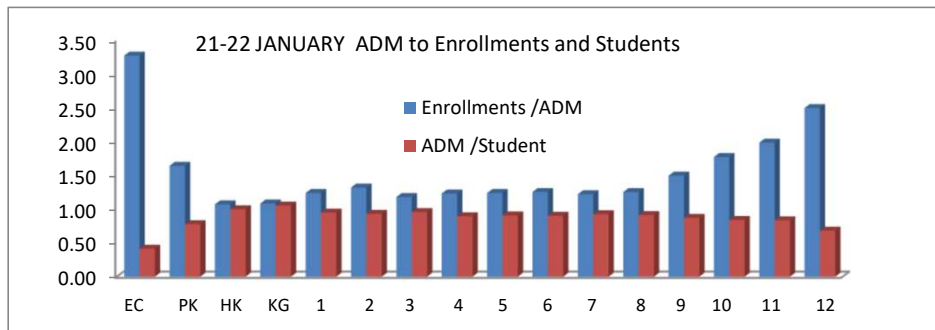
GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.45	115.76	
PK	45.12	41.58	44.39	
HK	98.98	83.52	110.36	
KG	571.48	516.69	496.00	
1	641.06	588.40	618.40	
2	637.68	574.16	600.43	
3	572.54	597.62	602.42	
4	589.52	507.84	605.21	
5	619.65	540.73	516.09	
6	610.70	542.05	559.03	
7	589.04	581.07	598.40	
8	622.87	555.74	592.91	
9	697.70	695.44	650.34	
10	711.16	650.09	671.51	
11	646.82	672.61	641.00	
12	602.23	621.11	661.21	
Total:	8371.01	7864.10	8083.46	



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
JANUARY 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	379	279	256.00	115.76	100.00	3.27	0.41
PK	73	57	69.00	44.39	52.00	1.64	0.78
HK	118	110	108.00	110.36	90.00	1.07	1.00
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PS	381	296					
Total:	12084	9314	8428.9	8083.46	8180.00	1.49	0.87

+proj-budg> -96.54



Child Nutrition Report

December 2021

Human Resources Activity:

- New Employees Hired: 4
- Employee Resignations: 1

Jobs Open:

Denfeld	4 helpers
East	4 helpers
Lincoln Park	2 helpers
Lowell	1 helper
Congdon Park	1 helper
Ordean East	2 helpers
District-wide	1 helper
Subs	3 helpers

Meals and Food Production Activity:

Number of meals served in November 2021

Week of:	Breakfast 12/1/2021	Lunch 12/1/2021	Breakfast 12/6/2021	Lunch 12/6/2021	Breakfast 12/13/2021	Lunch 12/13/2021	Breakfast 12/20/2021	Lunch 12/20/2021	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	161	1037	287	1696	214	1380	80	631			742	4744	53	339
Denfeld	542	1410	851	2371	643	1777	294	830			2330	6388	166	456
East High	606	1445	1025	2478	897	1978	375	907			2903	6808	207	486
Homecroft	338	815	534	1375	433	1126	197	564			1502	3880	107	277
Lakewood	179	450	284	804	262	648	93	284			818	2186	58	156
Lester Park	582	1038	921	1746	747	1416	379	698			2629	4898	188	350
Lincoln park	403	1200	593	1934	426	1475	181	712			1603	5321	115	380
Lowell	763	1226	1250	1979	1009	1675	398	812			3420	5692	244	407
Laura Macart	513	631	831	1031	450	651	249	351			2043	2664	146	190
Myers-Wilkin	614	800	978	1278	761	1039	378	491			2731	3608	195	258
Ordean/East	378	1641	553	2761	425	2295	186	1050			1542	7747	110	553
Piedmont	826	934	1329	1486	1051	1168	499	581			3705	4169	265	298
Rockridge	29	34	55	61	29	37	12	22			125	154	9	11
Stowe	440	544	733	885	572	712	278	358			2023	2499	145	179
Unity	16	46	40	84	25	48	27	18			108	196	10	18
	3 DAYS	3 DAYS			4DAYS	4DAYS	2DAYS	2DAYS						
Dec-21	6390	13251	10264	21969	7944	17425	3626	8309	0	0	28224	60954	2018	4358
Denfeld Supp	Mon-thurs	316		612		437		281				1646	TOTAL	
Daily average		158		153		146		141						

Free and Reduce Lunch Benefits Activity:

- Online Applications completed: 1,105
- Paper applications completed: 222

Food Supply Chain issues

The food supply chain issues continue to be a problem. Menu substitutions and product changes continue, as do price increases. This issue is forecasted to continue through the end of the school year and into Summer.

Facilities Management & Capital Project Status Report

December 2021

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 64 work orders and are currently working on 183 open work orders.
- “Training” of snow removal contractors continues and is always a start of winter task to ensure our lots and walks are clear and safe.
- Our Utility crews have been very busy with snow removal tasks DW over the past few weeks.
- Administrative staff have settled in to UHG and the site is working well..

Capital Construction

- Work is ongoing in the existing Facilities building on the hill. Much has been done, and the demo is completed and renovations are ongoing. The Print Shop is doing well in its renovated location..

Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation / Resolution - in discussions.

“On The Hill” Construction tasks and Master Plan

- Multiple meetings every week are being conducted on all aspects of the projects, and much progress has been made..

Building Operations

- Operations staff have been performing an excellent job at keeping our sites safe for students and staff.
- There are ongoing vacancies in the custodial ranks that we are working to fill.

Health, Safety & Environmental Management

- Remaining hazardous waste from STC and HOCHS has been disposed
- The District Emergency Response Team met
- UHG base station radio installed and operational
- Lester Park passed its followup Fire Marshal inspection
- Repairs made to Lincoln and Denfeld bleachers and gym equipment
- Notably this month, we did have a COVID case that would be considered an OSHA recordable injury. OSHA recordable cases are submitted to OSHA in a year end summary for the purposes of logging incident data. OSHA recordable cases are determined based on a different standard than workman's compensation claims. For the purposes of OSHA recording, we record COVID cases on our OSHA log if it is a lab confirmed case, and the worker had recent exposure to a confirmed COVID positive individual while working.

Workers’ Compensation Activities

December 2021

- First report of incidents:----- 13
- OSHA recordable incidents:----- 5
- Days away from work:----- 22
- Days of restricted work:----- 15
- 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:----- 110
- OSHA recordable incidents:----- 20
- Days away from work:-----262
- Days of restricted work:----- 196
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

January 4, 2022

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 1st Ave E
Duluth, MN 55802

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

800 E. Central Entrance "Central High School Property"

- Under Contract

215 N 1st Ave E "Historic Old Central High School"

- Under Contract



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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

Technology Department - December 2021 Report

- **Cybersecurity**
 - Google Security
 - Gmail
 - 941K Emails Accepted
 - 63K emails rejected
 - 57K were identified as Spam
 - 3.1K were identified as Phishing
 - 0 emails were identified as Malware
 - Data Loss Prevention (DLP) policy
 - 17 High Severity Incidents that were blocked on Google Drive
- **E-Rate RFP/Bids**
 - Bid 1296 Network Wireless Infrastructure - USAC Form 470 #220004463
 - Received three bids with two being complete/valid bids
 - Will be using the bid rubric to score these two bids
 - This will go to the February 2022, School Board Meeting for review and approval
 - Estimated value is \$750,000
- **Technology Help Desk Tickets**
 - 289 New Technology Support Tickets Created
 - 348 Tickets were resolved
 - 510 Tickets remain unresolved
 - 184 hours and 29 minutes is the average resolution time
- **Projects**
 - CDW-G Services to support our Blended Learning 1 to 1 Initiative
 - Working to schedule and complete our Wireless Validation Survey to support our Blended Learning 1 to 1 Initiative
 - CDW-G Services to help with our Cybersecurity/Security
 - “Virtual Chief Information Security Officer” (vCiso) ser on our Cybersecurity
 - Help us develop cybersecurity Incident Response (IR) Playbooks:
 - Unauthorized Access IR Playbook
 - Data-Breach IR Playbook
 - Ransomware IR Playbook
 - Malware IR Playbook
 - Business Email Compromise IR Playbook
 - We will be moving forward with Citon Computer Corporation technology staff augmentation technology staff to help with the setup and deployment of 600+ new Dell desktop systems.
- **Program Move Updates**
 - HOCHS
 - We still have our network infrastructure/services running at HOCHS to support the video security camera
 - We are scheduled to remove all technology equipment/services from HOCHS the week of January 17, 2022
 - Garfield - Facilities/Storeroom
 - Should be up and running on the district’s networkTech Village - AEO/ALC
 - Spectrum Work Order to move our fiber optic network service from HOCHS to Tech Village for Monday, January 24, 2022

Transportation Report December 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 is busy building and/or updating about 430+ routes, many field trips and coordinating with Voyageur. There are *many* updates daily.

- 74 field trips happened in December, 2021
- 25 scheduled so far for January, 2022

There continues to be a shortage of bus drivers. Also, the department just recently lost the Lead Mechanic. On a positive note, we have hired a new Administrative Assistant.

The Transportation department plans daily for bus driver shortages and adjusts routes as needed. This is a very large and complicated process.

COVID is still a valid concern and the Transportation department currently follows all COVID protocols; masks are mandated for students and drivers while on the bus (with exceptions as needed). Drivers have access to a Hudson sprayer with Virex, and 2 electrostatic sprayers to be used between routes for disinfections. Additionally, they have alcohol wipes for their own driving area.

Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). Also, many jumps starts have been needed this month due to very cold weather.

With the addition of the two new buses mentioned above, the average fleet age is 6.4 years. Current average mileage is 72,005 (goal is 50,000 – 60,000).

HUMAN RESOURCES ACTION ITEMS FOR: 1/18/2022**CERT APPOINTMENT****POSITION****EFFECTIVE DATES**

GORHAM, ANNE M	SPEC ED EBD/CONGDON, (BA)III 1, TEMP POS, ESSER FUNDING	1/04/2022	6/10/2022
GRIMSBY, ANGELA R	TEMP ASSIGNABLE TCHR/DW, (MA)IV 3, TEMP POS	12/13/2021	6/10/2022
MOE, MEGAN K	MATH INTERVENTIONIST TOSA/LOWELL, (BA)III 8, C UPTON	12/20/2021	
TERWEY, JOSH D	TEMP ASSIGNABLE TCHR/DENFELD, (BA)III 3, TEMP POS	12/15/2021	6/10/2022
WRIGHT, KARI L	TEMP ASSIGNABLE TCHR/DW, (MA)IV 2, TEMP POS	12/06/2021	6/10/2022
Total: 5			

CERT LEAVE**POSITION****EFFECTIVE DATES**

ISENBERG, EMILY M	ELEMENTARY ART SPECIALIST/LOWELL, MERRITT, CHESTER	1/18/2022	6/10/2022
Total: 1			

CERT PERM INCREASE**POSITION/LOCATION/LEAVE TYPE****EFFECTIVE DATES**

WENTWORTH, LISA R	SOCIAL EMOTIONAL LRNG/CONGDON, ALT TO SUSPENSION COORD/LINCONL PARK, .4 TO 1.0	12/06/2021	
Total: 1			

CERT TEMP DECREASE**POSITION****EFFECTIVE DATES**

MCNEIL, DENISE L	PRE-K/DW, 1.0 TO .8, VOLUNTARY	12/03/2021	6/10/2022
SEXTON, SARAH M	SPEC ED ECSE/DW, 1.0 TO .6, VOLUNTARY	12/06/2021	6/10/2022
Total: 2			

CERT TEMP INCREASE**POSITION****EFFECTIVE DATES**

CARLSON, JAMES H	VISUAL ARTS/EAST, 1/6 OVERLOAD	1/24/2022	6/10/2022
ELLINGSON, KRISTEN L	ELEMENTARY ART/LESTER PARK, 1/6 OVERLOAD	1/04/2022	6/10/2022
ENTZMINGER-BUSSEY, AMY M	SPEECH PATHOLOGIST/STOWE, 1/6 OVERLOAD	11/29/2021	6/10/2022
LEWIS, ED M	MATH/DENFELD, 1/6 OVERLOAD	12/08/2021	6/10/2022
SPEHAR, SOPHIE G	VISUAL ARTS/EAST, 1/6 OVERLOAD	1/24/2022	6/10/2022
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/RESIDENTIALS, 1/6 OVERLOAD	9/08/2021	6/17/2022
Total: 6			

NON CERT APPOINTMENT**POSITION****EFFECTIVE DATES**

ARNOLD, JAMIE L	OSSI/TRANSPORTATION, 40/52WKS, \$17.68/HR, J ANDREWS	12/13/2021	
FULLER, HANNA L	SUPV PARA/ORDEAN EAST, 30/38WKS, \$15.48/HR, TEMP POS	12/14/2021	6/10/2022
HOLL, DEBRA L	SPEC ED BW PARA/PIEDMONT, 18.75/38WKS, \$18.07/HR, TEMP POS	12/13/2021	6/10/2022
HOLMES, SCOTT A	PRE-SCHOOL PARA/HOMECROFT, 23/38WKS, \$16.40/HR, J ONNEN	12/13/2021	6/10/2022
JORGENSEN, MARTHA K	SPEC ED BW PARA/CONGDON, 31.25/38WKS, \$16.40/HR, TEMP POS	11/30/2021	6/10/2022
KACZOR, THOMAS S	INSTR PARA/MYERS-WILKINS, 31.25/38WKS, \$14.10/HR, TEMP POS	12/06/2021	6/10/2022
SINCLAIR, STEPHEN J	ECFE PARA/PIEDMONT, 20/38WKS, \$14.78/HR, J JONES	11/22/2021	
SODERBURG, JERRIE L	OSSI/LOWELL, 40/45WKS, \$18.96/HR, C HYNES	12/06/2021	
TJADEN, LAURIE E	SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$19.54/HR, G TADEVICH	12/13/2021	
TUOMINEN, BAILEY M	OSSI/DW, 40/52WKS, \$17.68/HR, NEW POS	11/29/2021	
VICTOR, KASAUNDR A	SPEC ED PROG PARA/PIEDMONT, 31.25/38WKS, \$16.40/HR, TEMP POS	11/16/2021	6/10/2022
Total: 11			

NON CERT LEAVE**POSITION****EFFECTIVE DATES**

BECHTOLD, BRENDA S	CAFETERIA HELPER/ORDEAN EAST	11/24/2021	12/02/2021
BUSKER, KEITH T	CUSTODIAN/DENFELD	11/30/2021	12/07/2021
BUSKER, SHANNON L	CUSTODIAN/DENFELD	11/30/2021	12/07/2021
DIVER, AMBER L	CAFETERIA HELPER/STOWE	11/15/2021	12/29/2021
DUVALL, JACQUELINE E	SPEC ED PARA/EAST	11/29/2021	12/03/2021
FRANCISCO, MEGAN A	SPEC ED RN PARA/LESTER PARK	12/07/2021	12/10/2021
GOODREAU, MARIAH M	SPEC ED PARA/LAURA MACARTHUR	11/30/2021	12/03/2021
KROCHALK, SUSAN L	CUSTODIAN/PIEDMONT	12/06/2021	12/10/2021
KUUTTI, ERVIN S	SPEC ED PARA/LINCOLN PARK	11/30/2021	12/07/2021
MCDONALD, DENNIS M	SPEC ED PARA/DENFELD	11/30/2021	12/06/2021
ONNEN, JACQUELINE A	SPEC ED ECSE PARA/LOWELL	12/02/2021	12/09/2021
PAISLEY, MELISSA D	CAFETERIA HELPER/CONGDON	12/01/2021	12/10/2021
ROEMER, CAROLYN M	SPEC ED ECSE PARA/PIEDMONT	11/29/2021	12/04/2021
SANCHEZ, MARIO S	INTEGRATION SPECIALIST/EAST, DATE TBD	1/18/2022	
Total: 14			

NON CERT PROMOTION**POSITION****EFFECTIVE DATES**

CARROLL, MIKILIA C	EEA CLERICAL/ASS'T SUPT/UHG, OSSS/TECHNOLOGY/UHG, \$22.71, N CANAVAN	12/01/2021	
LEISCHKE, LAUREN E	OSSI/SPECIAL SERVICES/UHG, SPEC ED PROG PARA/EAST, \$19.79/HR	11/29/2021	
PAQUETTE, PATRICIA M	EXECUTIVE ASST/PAYROLL/UHG, EXECUTIVE CLERICAL/SUPT/UHG, \$26.06/HR, M THIBAUT	11/01/2021	
Total: 3			

NON CERT RESIGNATION**POSITION****EFFECTIVE DATES**

COLLINS, JACOB R	SPEC ED PARA/EAST	12/27/2021	
DOLENTZ, JACQUELINE M	BUSINESS SERV COORD/EXEC ASST/BUSINESS SERVICES/UHG	1/14/2022	
HOLMES, SCOTT A	PRE SCHOOL PARA/HOMECROFT	12/14/2021	
MAKI, TIMOTHY E	BUS MECHANIC/TRANSPORTATION	1/04/2022	
SANCHEZ, MARIO S	INTEGRATION SPECIALIST/EAST, PRESUMED RESIGNED	11/17/2021	
Total: 5			

NON CERT RETIREMENT**POSITION****EFFECTIVE DATES**

MURRAY, COLLEEN M	BUS DRIVER/TRANSPORTATION	12/31/2021	
Total: 1			

**HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022**

11-Jan-22

12/28/2021

REVENUES	21-22			21-22		21-22		21-22	
	CURRENT YEAR F ADOPTED BUDGET		REVISED BUDGET	RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July - June 2022	July - June 2022		July - June 2022		July - June 2022	
General	1	\$ 101,087,520.51	\$ 101,590,505.11	\$ 30,226,468.64	\$ 2,075,550.07	\$ 69,288,486.40			
Food Service	2	\$ 3,945,850.00	\$ 3,945,850.00	\$ 1,317,997.41	\$ 511,711.31	\$ 2,116,141.28			
Transportation	3	\$ 6,504,716.31	\$ 6,504,716.31	\$ 1,124,838.08	\$ 195,267.85	\$ 5,184,610.38			
Community Ed	4	\$ 7,830,758.86	\$ 8,194,302.61	\$ 2,614,461.08		\$ 5,579,841.53			
Operating Captial	5	\$ 7,387,117.02	\$ 7,387,117.02	\$ 392,763.88	\$ -	\$ 6,994,353.14			
Building Construction	6		\$ 31,497,610.17	\$ 31,497,610.17		\$ -			
Debt Service Fund	7	\$ 22,660,833.56	\$ 22,660,833.56	\$ 1,941,582.72		\$ 20,719,250.84			
Trust Fund	8	\$ 251,075.00	\$ 251,075.00			\$ 251,075.00			
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 382,932.76		\$ 434,067.24			
Student Acitivity Co-Curric	71		\$ -	\$ -		\$ -			
Student Acitivity	79		\$ 57,069.55	\$ 57,069.55		\$ -			
	98	\$ -	\$ -	\$ -		\$ -			
	99	\$ -	\$ -	\$ -		\$ -			
REVENUE	TOTALS:	\$ 150,484,871.26	\$ 182,906,079.33	\$ 69,555,724.29	\$ -	\$ 110,567,825.81			

EXPENSES	21-22			21-22		21-22		21-22	
	CURRENT YEAR F ADOPTED BUDGET		REVISED BUDGET	EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July - June	July - June	July - June		July - June		July - June	
General	1	\$ 100,806,716.16	\$ 101,662,401.76	\$ 39,486,514.60	\$ 3,582,924.81	\$ 58,592,962.35			
Food Service	2	\$ 4,243,339.99	\$ 4,243,339.99	\$ 1,509,925.21	\$ 1,008,567.01	\$ 1,724,847.77			
Transportation	3	\$ 6,110,465.19	\$ 6,110,465.19	\$ 2,611,472.14	\$ 284,655.28	\$ 3,214,337.77			
Community Ed	4	\$ 8,233,997.45	\$ 8,597,541.20	\$ 2,888,159.35	\$ 25,825.48	\$ 5,683,556.37			
Operating Captial	5	\$ 8,055,997.62	\$ 8,055,997.62	\$ 3,750,693.41	\$ 453,901.38	\$ 3,851,402.83			
	6	\$ -	\$ 1,872,716.73	\$ 1,604,152.29	\$ 268,564.44	\$ -			
Debt Service Fund	7	\$ 23,166,651.00	\$ 23,166,651.00	\$ 2,928,286.93		\$ 20,238,364.07			
Trust Fund	8	\$ 250,000.00	\$ 250,000.00			\$ 250,000.00			
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 265,570.06		\$ 551,429.94			
Student Acitivity Co-Curric	71					\$ -			
Student Acitivity	79		\$ 15,262.39	\$ 15,262.39		\$ -			
	98					\$ -			
	99					\$ -			
EXPENSE	TOTALS	\$ 151,684,167.41	\$ 154,791,375.88	\$ 55,060,036.38	\$ -	\$ 94,106,901.10			

Esser 11	Expenses	Fund 06	Expenses	Fund 01 Student Activity		
Fin 155	\$ 3,101,916.62	debt serv payment/prof serv course 000/000	\$ 872,153.44	Prog 291-298 Revenue	\$	591,900.28
		admin owner pymnt course 800	\$ 107,932.69	Prog 291-298 Expenses	\$	629,268.30
		admin design serv course 801	\$ 606,250.92			
		admin constru mngmt course 802	\$ 191,774.00			
		admin commissions course 803	\$ (19,240.66)			
		interior surf constr costs course 804	\$ 113,846.34			
			\$ 1,872,716.73			

**Fundraisers Reported
December 2021**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park	School-wide	\$2,700.00	Students do chores at home to raise money for small trees & gifts, then deliver them to residents at nursing homes (previously hospitals)

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Congdon	Keller Williams Classic Realty NW	In Kind	None	52 pairs of mittens/gloves and 21 hats
Denfeld	Joe Westerberg	\$100.00	Girls Basketball	
Denfeld	Joe Westerberg	\$100.00	Girls Softball	
Headstart	Janet Killough	\$50.00	None	
Headstart	Janet Killough	\$50.00	None	
Lester Park	Natalie Clark	In Kind	Recess	Handmade mittens for students who forget their mittens
Lester Park	Mitten Mission Project 2021	In Kind	For Students	
Lincoln Park	Peter R Marsh Foundation	\$1,000.00	Music Dept	
Lowell	Geoffrey A. Witrak	In Kind	None	30 pairs noise reduction headphones, 80 flexible seating-Gaiam kids balance balls with stability legs, 20 flexible seating balance stools, 20 boxes fat pencils, Kindergarten supplies, furniture for the new Misaabekong classroom, bookshelves, cubby shelves
Piedmont	Big Life Team Keller Williams Classic Realty NW	In Kind	For kids in need	5 new knit hats and 50 pairs of new gloves - assorted sizes

RESOLUTION
2022 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2022 Duluth School District Legislative Platform be adopted.

Duluth Public Schools – 2022 Legislative Platform

Construction Sales Tax Exemption: Support legislation exempting materials and supplies used in and equipment incorporated into the construction of the district's administrative and transportation facility. Legislation exempting materials and equipment from state sales tax for school projects in Duluth, Ely, Hibbing, and Rock Ridge public schools will be introduced in the 2022 legislative session.

Increased State Aid for Public Education: State aid for public education funding has not kept up with inflation. To help Duluth Public Schools compete in a challenging labor market and to meet student needs, we request that the state significantly increase and stabilize funding for Minnesota's local public education systems. We also support linking the basic education funding formula to annual increases to inflation.

Special Education: Continue to freeze special education cross-subsidies in place for each school district. Support a single special education formula that is stable and equitable, and consistent. Duluth Public Schools continues to request that the state of Minnesota help cover the district's special education losses of \$5.8 million dollars between FY16-FY19.

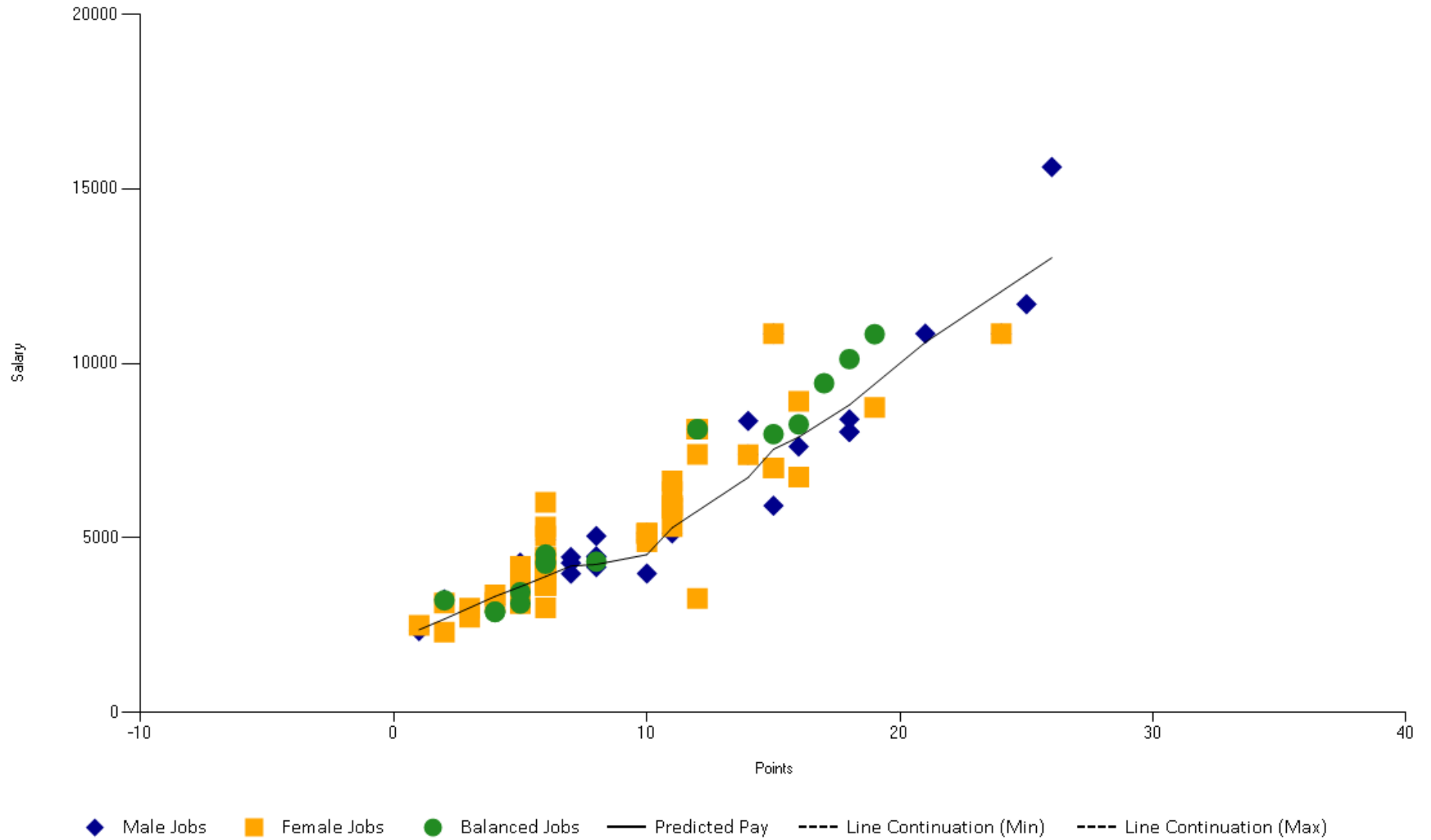
Compensatory Revenue: Allow school districts to use 2019 compensatory pupil counts to address impacts brought on by the COVID pandemic. We also support allowing for additional options to meet free and reduced-price lunch eligibility, which is the primary factor in determining compensatory revenue.

Operating Levies: Allow school board renewal of existing and future operating levies. Long Term Facilities Maintenance (LTFM): Remove the per pupil limit and broaden the eligible uses.

Reduce Mandates: Cease adding new unfunded mandates and fund current mandates already in law.

Mental Health Professionals: While over half of the schools in Minnesota are benefiting from School Linked Mental Health Services Grant funding, districts like Duluth Public Schools continue to see a gap in funding, with only partial elementary level services covered by the current grant. Expanding this grant, and providing complementary funding directly to districts, will allow greater support to students in need of critical care coordination and provide district staff and families mental health educational opportunities. Increase State grants to fully fund mental health professionals on an ongoing basis.

Predicted Pay Report for: ISD No. 709 - Duluth Case: 2021 DATA



Predicted Pay Report for: ISD No. 709 - Duluth

Case: 2021 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	FOOD SVC HELPER	5	43	0	48	Female	1	2499.4700	2368.6145	130.8555
2	SCHOOL CUSTODIAN II	24	2	0	26	Male	1	2332.0000	2368.6145	-36.6145
3	BUS HELPER	0	6	0	6	Female	2	2300.0000	2674.3962	-374.3962
4	OFFICE SUPPORT SPECIALIST	0	5	0	5	Female	2	3136.0000	2674.3962	461.6038
5	POOL CUSTODIAN	1	1	0	2	Balanced	2	3212.0000	2674.3962	537.6038
6	UTILITY PERSON I	2	0	0	2	Male	2	3241.0000	2674.3962	566.6038
7	FOOD SVC SATELLITE MANAGER I	0	5	0	5	Female	3	2983.0000	2980.1780	2.8220
8	FOOD SVC SATELLITE MANAGER II	0	9	0	9	Female	3	2725.0000	2980.1780	-255.1780
9	FOOD SVC PROD MGR	0	2	0	2	Female	4	3156.4000	3323.7692	-167.3692
10	INSTRUCTIONAL PARA	2	1	0	3	Balanced	4	2877.0000	3323.7692	-446.7692
12	OFFICE SUPPORT INTERMEDIATE	0	13	11	24	Female	4	3362.6700	3323.7692	38.9008
13	SCHOOL BUS DRIVER II	21	7	0	28	Balanced	4	2890.0000	3323.7692	-433.7692
11	MAINTENANCE CUSTODIAN	9	1	0	10	Male	4	3076.0000	3323.7692	-247.7692
14	AMERICAN IND LIAISON	1	4	0	5	Female	5	3445.8700	3602.2997	-156.4297
15	CERT LIFEGUARD PARA	0	1	0	1	Female	5	3120.0000	3602.2997	-482.2997
16	CHECK & CONNECT PARA	0	2	0	2	Female	5	3269.0700	3602.2997	-333.2297
18	CULTURAL IMMERSION PROG PARA	1	1	0	2	Balanced	5	3445.8700	3602.2997	-156.4297
22	HR ASSISTANT CLERICAL	0	4	0	4	Female	5	4179.0000	3602.2997	576.7003
23	MGMT INFO SYST PARA	0	2	0	2	Female	5	3445.8700	3602.2997	-156.4297
26	SPECIAL ED PROGRAM PARAPROFESS	37	95	0	132	Female	5	3269.0700	3602.2997	-333.2297
27	SUPERVISORY PARAPROFESSIONAL	10	10	0	20	Balanced	5	3120.0000	3602.2997	-482.2997
28	TECH TUTOR PARA	0	1	0	1	Female	5	3445.8700	3602.2997	-156.4297
20	FULL SVC COMM SCH COORD	0	1	0	1	Female	5	3710.6700	3602.2997	108.3703
19	FIREPERSON II	4	1	0	5	Male	5	3529.0000	3602.2997	-73.2997
17	COMMUNITY LIAISON PARA	2	0	0	2	Male	5	3445.8700	3602.2997	-156.4297
24	PRINTER OPERATOR	1	0	0	1	Male	5	4284.0000	3602.2997	681.7003
25	RECV & DISTRIBUTION CLERK	1	0	0	1	Male	5	3503.0000	3602.2997	-99.2997
21	GRAPHIC DESIGNER	1	0	0	1	Male	5	4284.0000	3602.2997	681.7003
32	BUSINESS SVC CLERICAL	0	1	0	1	Female	6	4428.6700	3893.2052	535.4648
33	BUSINESS SVC LIAISON	0	1	0	1	Female	6	5052.6700	3893.2052	1159.4648
34	CARPENTER	0	1	0	1	Female	6	4284.0000	3893.2052	390.7948
35	DIGITAL INNOVATION SPECIALIST	0	1	0	1	Female	6	4176.0000	3893.2052	282.7948

Predicted Pay Report for: ISD No. 709 - Duluth

Case: 2021 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
36	DULUTH PRE SCHOOL INSTRUCTIONA	4	26	0	30	Female	6	2993.4700	3893.2052	-899.7352
37	EXECUTIVE ASSISTANT SUPER/ASST	0	10	0	10	Female	6	4118.0000	3893.2052	224.7948
38	EXECUTIVE CLERICAL SUP/ASST SU	0	2	0	2	Female	6	4429.0000	3893.2052	535.7948
39	FIELD SUPPORT TECHNICIAN	3	1	0	4	Balanced	6	4524.0000	3893.2052	630.7948
41	HEALTH PARA/LPN	2	9	0	11	Female	6	3634.8000	3893.2052	-258.4052
42	HRIS SPECIALIST	0	1	0	1	Female	6	5312.6700	3893.2052	1419.4648
43	LIC SIG LANG INTERPR-TRANSLAT	1	6	0	7	Female	6	6016.4000	3893.2052	2123.1948
44	MENTAL HEALTH PRACTITIONER	1	2	0	3	Balanced	6	4257.0700	3893.2052	363.8648
45	OCCUPATIONAL THERAPY PARA	0	3	0	3	Female	6	3634.8000	3893.2052	-258.4052
46	OFFICE SUPPORT SPEC SENIOR	0	20	0	20	Female	6	3794.0000	3893.2052	-99.2052
47	PHYSICAL THERAPIST PARA	0	1	0	1	Female	6	3634.8000	3893.2052	-258.4052
49	ROUTE COORD TRAINER/TRANSPORT	1	1	0	2	Balanced	6	4321.0000	3893.2052	427.7948
50	SIGN LANG FACILITATOR PARA	0	2	0	2	Female	6	4257.0700	3893.2052	363.8648
51	SPEC ED PARA/PROGRAM LPN	0	1	0	1	Female	6	3634.8000	3893.2052	-258.4052
52	SPECIAL ED PARA/RN	0	2	0	2	Female	6	4257.0700	3893.2052	363.8648
53	UTILITY PERSON II	4	0	0	4	Male	6	3839.0000	3893.2052	-54.2052
48	PRINTER	1	0	0	1	Male	6	4321.0000	3893.2052	427.7948
29	ACCOUNTANT I	1	0	0	1	Male	6	4524.0000	3893.2052	630.7948
30	BLDG SYSTEM TECH COORDINATOR	1	0	0	1	Male	6	4957.0000	3893.2052	1063.7948
31	BUS MECHANIC	2	0	0	2	Male	6	4284.0000	3893.2052	390.7948
40	FOOD SRV SITE SUPV	1	0	0	1	Male	6	4524.0000	3893.2052	630.7948
54	ENGINEER 1	3	0	0	3	Male	7	3975.0000	4196.3696	-221.3696
55	HVAC EQUIP SCH EQUIP	1	0	0	1	Male	7	4284.0000	4196.3696	87.6304
56	PRINT SHOP COORDINATOR/PRINTER	1	0	0	1	Male	7	4450.0000	4196.3696	253.6304
58	ENGINEER 3	1	1	0	2	Balanced	8	4321.0000	4238.8656	82.1344
57	ENGINEER 2	5	1	0	6	Male	8	4163.0000	4238.8656	-75.8656
59	ENGINEER 4	2	0	0	2	Male	8	4450.0000	4238.8656	211.1344
60	HEALTH SAFETY & ENV COORD	1	0	0	1	Male	8	5052.6700	4238.8656	813.8044
61	MASTER ELECTRICIAN	1	0	0	1	Male	8	4471.0000	4238.8656	232.1344
20	ACCOUNTANT II	0	1	0	1	Female	10	5130.6700	4520.9599	609.7101
66	BUSINESS MANAGER SPEC SVC	0	1	0	1	Female	10	5130.6700	4520.9599	609.7101
67	COMM ED COORDINATOR	0	2	0	2	Female	10	4883.3300	4520.9599	362.3701

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Predicted Pay Report for: ISD No. 709 - Duluth

Case: 2021 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
68	FOOD SRV AREA FIELD SUPV	0	1	0	1	Female	10	5131.0000	4520.9599	610.0401
63	ASST SUPV MAINT & CONSTRUCTION	1	0	0	1	Male	10	5130.6700	4520.9599	609.7101
64	ASST SUPV TRANSPORTATION	1	0	0	1	Male	10	5130.6700	4520.9599	609.7101
65	BUILDING SYS. TECH COORDINATOR	1	0	0	1	Male	10	4957.0000	4520.9599	436.0401
69	INTEGRATION SPECIALIST	9	2	0	11	Male	10	3981.0000	4520.9599	-539.9599
70	BENEFITS COORDINATOR	0	1	0	1	Female	11	5850.0000	5291.5823	558.4177
71	BUSINESS SYS ANALYST	0	1	0	1	Female	11	6630.0000	5291.5823	1338.4177
79	SYSTEMS SPECIALIST/NETWORK	0	1	0	1	Female	11	5923.6700	5291.5823	632.0877
73	NETWORK ENGINEER II	0	1	0	1	Female	11	6322.3300	5291.5823	1030.7477
74	PUBLIC RELATIONS COORDINATOR	0	1	0	1	Female	11	5328.0000	5291.5823	36.4177
75	SUPV BLDG OPERATIONS	0	1	0	1	Female	11	5923.6700	5291.5823	632.0877
76	SYSTEM SPECIALIST APP ANALYST	0	1	0	1	Female	11	5850.0000	5291.5823	558.4177
72	DATABASE SPECIALIST	1	0	0	1	Male	11	5850.0000	5291.5823	558.4177
77	SYSTEM SPECIALIST SECURITY	1	0	0	1	Male	11	5923.6700	5291.5823	632.0877
78	SYSTEMS SPECIALIST/DESKTOP	1	0	0	1	Male	11	5130.6700	5291.5823	-160.9123
80	COORD. OF INDIAN EDUCATION	0	1	0	1	Female	12	7388.0000	6153.7370	1234.2630
81	ECFE PARA	0	3	0	3	Female	12	3269.0000	6153.7370	-2884.7370
82	GUIDANCE COUNSELOR	1	15	0	16	Female	12	8114.0800	6153.7370	1960.3430
83	LIBRARY MEDIA SPECIALIST	2	6	0	8	Female	12	8114.0800	6153.7370	1960.3430
84	SCHOOL NURSE	1	9	0	10	Female	12	8114.0800	6153.7370	1960.3430
85	SCHOOL PSYCHOLOGIST	3	4	0	7	Balanced	12	8114.0800	6153.7370	1960.3430
86	SCHOOL SOCIAL WORKER	4	8	0	12	Balanced	12	8114.0800	6153.7370	1960.3430
87	SPECIAL ED PHYSICAL THERAPIST	0	3	0	3	Female	12	8114.0800	6153.7370	1960.3430
88	SPECIAL EDUCATION SLP	1	17	0	18	Female	12	8114.0800	6153.7370	1960.3430
89	TEACHER	149	484	0	633	Female	12	8114.0800	6153.7370	1960.3430
90	ADULT BASIC ED COORDINATOR	0	1	0	1	Female	14	7386.0000	6732.9673	653.0327
91	DISTRICT COMM ED COORDINATOR	1	0	0	1	Male	14	8350.3300	6732.9673	1617.3627
92	EDUCATION EQUITY COORDINATOR	1	0	0	1	Male	14	7388.0000	6732.9673	655.0327
93	ASSISTANT PRINCIPAL MIDDLE SCH	2	1	0	3	Balanced	15	7973.4200	7539.7808	433.6392
94	DIR. ASSESSMENT & EVAL.	0	1	0	1	Female	15	10851.0000	7539.7808	3311.2192
96	HUMAN RESOURCES MANAGER	0	1	0	1	Female	15	6998.3300	7539.7808	-541.4508
97	SUPERVISOR FOOD SERVICE	0	1	0	1	Female	15	6998.3300	7539.7808	-541.4508

Predicted Pay Report for: ISD No. 709 - Duluth

Case: 2021 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non- Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
98	SUPERVISOR PURCHASING	1	0	0	1	Male	15	5923.6700	7539.7808	-1616.1108
95	DIRECTOR CURRICULUM & INSTRUCT	1	0	0	1	Male	15	10851.0000	7539.7808	3311.2192
99	ASSISTANT DIRECTOR SPECIAL SVC	0	1	0	1	Female	16	8911.0000	7889.3599	1021.6401
100	ASSISTANT PRINCIPAL SECONDARY	2	2	0	4	Balanced	16	8253.0800	7889.3599	363.7201
101	SUPERVISOR PRE SCHOOL PROG	0	1	0	1	Female	16	6744.5000	7889.3599	-1144.8599
102	TRANSPORTATION MANAGER	1	0	0	1	Male	16	7618.0000	7889.3599	-271.3599
103	PRINCIPAL ELEMENTARY	4	5	0	9	Balanced	17	9431.0000	8515.0130	915.9870
105	PRINCIPAL MIDDLE SCHOOL	2	1	0	3	Balanced	18	10123.5000	8809.7098	1313.7902
106	SR HR MANAGER	1	0	0	1	Male	18	8038.0000	8809.7098	-771.7098
107	TECHNOLOGY MANAGER	1	0	0	1	Male	18	8038.3300	8809.7098	-771.3798
104	FACILITIES MANAGER	1	0	0	1	Male	18	8398.0000	8809.7098	-411.7098
108	MGR FINANCE & PURCHASING	0	1	0	1	Female	19	8736.0000	9253.9694	-517.9694
109	PRINCIPAL HIGH SCHOOL	2	1	0	3	Balanced	19	10836.0800	9253.9694	1582.1106
110	DIRECTOR SPECIAL EDUCATION	1	0	0	1	Male	21	10851.0000	10600.9019	250.0981
111	DIRECTOR OF BUSINESS SERVICES	0	1	0	1	Female	24	10851.0000	12056.2762	-1205.2762
112	HUMAN RESOURCES DIRECTOR	1	0	0	1	Male	24	10851.0000	12056.2762	-1205.2762
113	ASSISTANT SUPERINTENDENT	1	0	0	1	Male	25	11695.0000	12541.4010	-846.4010
114	SUPERINTENDENT	1	0	0	1	Male	26	15625.0000	13026.5257	2598.4743

Job Number Count: 114

Compliance Report

Jurisdiction: ISD No. 709 - Duluth
 4316 Rice lake Rd
 Suite 108
 Duluth, MN 55811

Report Year: 2021
 Case: 1 - 2021 DATA (Second Submission)

Contact: Theresa Severance

Phone: (218) 336-8700

E-Mail: theresa.severance@isd709.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	40	58	16	114
# Employees	102	1042	107	1251
Avg. Max Monthly Pay per employee	4218.96	6543.68		6251.90

II. STATISTICAL ANALYSIS TEST Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.

A. Underpayment Ratio = 117.381 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	23	37
b. # Below Predicted Pay	17	21
c. TOTAL	40	58
d. % Below Predicted Pay (b divided by c = d)	42.50	36.21

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 1142	Value of T = -11.636
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- a. Avg. diff. in pay from predicted pay for male jobs = 15
- b. Avg. diff. in pay from predicted pay for female jobs = 1248

III. SALARY RANGE TEST = 85.27 (Result is A divided by B) Passed. Salary range test showed a score of 80% or more

- A. Avg. # of years to max salary for male jobs = 7.18
- B. Avg. # of years to max salary for female jobs = 8.42

IV. EXCEPTIONAL SERVICE PAY TEST = 103.45 (Result is B divided by A) Passed. Exceptional service pay test showed a score of 80% or more.

- A. % of male classes receiving ESP = 60.00 *
- B. % of female classes receiving ESP = 62.07
- *(If 20% or less, test result will be 0.00)

 ISD #709 Duluth Public Schools	ISD #709 Duluth Public Schools HOCHS Relocation Project
	Monthly Progress Report December 2021
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project started construction. Demolition commenced with removals of all interior finishes and old ductwork. The coming weeks will result in further demolition, mechanical and electrical rough-ins, and new wall framing.
- Nearly all the urgent long lead items that have data and drawings to be reviewed before orders have been received for the Designer's review. In the coming weeks, these will be reviewed, and material orders placed to maintain the construction milestone schedule.
- The City is working on a formal Developers Agreement for the DSC/Transportation project. It is projected to have a final Developers Agreement completed on January 24th, 2022.
- Saturday Properties and ISD#709 have been working jointly to prepare a concept plan for the remainder of the parcels on the hill site. This concept plan is scheduled to be finalized in the coming months.
- The Tech Village construction is nearly completed for the build-out of the ALC/AEO temporary lease space. Minor move-in has commenced.
- Furniture meetings have been ongoing to establish District furniture needs of Facilities, District Services Center, and Transportation buildings. Furniture styles and types have been identified but finishes and colors are to be selected in the coming months.

Upcoming Activities and Next Steps:

- A Developer's Agreement is planned to be created by the City of Duluth in the coming weeks. This is a key part of obtaining the final building permits.
- Construction will be ongoing on the Facilities remodel project through May of 2022. It is scheduled to work on the interior remodel through the winter and wrap up the exterior items in the spring of 2022.
- Furniture, fixtures, and owner equipment budgeting are underway for the new projects. These selections are planned to be finalized in the coming weeks.

**Expenditure Contracts Signed
December 2021**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

Name	Amount*	Contract Source**	Description
Duluth Area Family YMCA	\$3,600.00	Area Learning Center (ALC) (??)	Gym space for students
Lake Superior College (LSC)	\$4,125.00*	Area Learning Center (DU)	3-year agreement for office space
Michael Charette	\$1,500.00*	American Indian Education (DR)	Ojibwe storytelling and music
Misty Nordin	\$5,250.00*	American Indian Education (DR)	Ojibwe workshops on Begesiwin (dish gam)
Costin Group	\$36,000.00*	Business Services (DU)	Perform government relations, public relations and related services
Jackie Dolentz	\$20,000.00*	Business Services (DU)	Assist in the transition of new Business Services Coordinator
Hoaglund Designs	\$750.00*	Duluth Adult Education (DR)	Design work
Duluth Entertainment Convention Center (DECC)	\$2,798.00	East (SAF)	Holiday Concert
Braun Intertec	\$19,900.00	Facilities (DR)	Special inspection and testing services for ISD709 Transportation building
Braun Intertec	\$27,510.00	Facilities (DR)	Special inspection and testing services for District Service Center and public roadways

Anji Education, Inc.	\$4,600.00*	Head Start (DR)	Anji Play Approach
CESO Communications	\$3,000.00*	Superintendent (DU)	Staffing structure and job description
Hope for Kids Childcare Center	\$3,900.00*	Special Services (DU)	Preschool planning as required by IEP
IXL Learning	\$2,240.00*	Teaching, Learning and Equity (DR)	Subscription for personalized student learning and professional learning services (math, language arts, science and social studies)



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2021-2022**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective December 1, 2021, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 7th, 2021 and ending June 10th, 2022.
- Designated space for a physical education course up to two times per week through the end of the school year.
- Exclusive use of additional gym space can be discussed through school year at cost of \$30.00 per hour per ½ gym space
- Additional exclusive rental space can be provided throughout the school year at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year.
- All members are eligible for an orientation in the Wellness Center and one free personal training session.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$40.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).

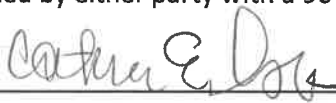
For these services, ISD 709 agrees to pay \$600.00 per month, beginning January 1st, 2022, and ending June 10th, 2022. The option to begin in December 2021 is open, at the same rate.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$20.00 to \$40.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date



Signature ISD 709 Representative

12/11/21

Date

LEASE NO: L-[campus ID number-last two digits of fiscal year-sequential number]



MINNESOTA STATE

LEASE AGREEMENT- MINNESOTA STATE AS LANDLORD

TOTAL AMOUNT: \$4,125.00.

THIS LEASE AGREEMENT is made by and between State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of **Lake Superior College**, located at 2101 Trinity Road, Duluth Minnesota 55811, hereafter referred to as (“**MINNESOTA STATE**” or “**LANDLORD**”, and **Independent School District No. 709**, an independent school district created and existing under laws of the State of Minnesota, located 215 N. 1st Ave E, Duluth, Minnesota, 55802, hereafter referred to as “**TENANT**”.

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. §136F.06, to govern Board-related property, and

WHEREAS, MINNESOTA STATE has under its control the main Lake Superior College campus building located at 2101 Trinity Road, Duluth Minnesota 55811 (“**Building**”), and has space in its building, and

WHEREAS, TENANT intends to use the space for an office for staff in the Duluth Public Schools Area Learning Center and Academic Excellence Online, and

NOW THEREFORE, MINNESOTA STATE and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. LEASED PREMISES.

MINNESOTA STATE grants and TENANT accepts the lease of the following described space (“**Leased Premises**”) located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately 150 square feet in room C227 located at 2101 Trinity Road, Duluth Minnesota 55811, as depicted on the floor plant attached here to as **Exhibit A:**

<u>Location:</u>	<u>Size:</u>	<u>Use:</u>
C227	150 sq ft	Office

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1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its “as is” condition, and MINNESOTA STATE is under no obligation to make any alterations or modifications to accommodate TENANT’s use. TENANT’s taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 MINNESOTA STATE reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof, conduits, heating and cooling and other structural elements. MINNESOTA STATE may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided MINNESOTA STATE makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. MINNESOTA STATE shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for clinics, visitors, or any unmarked space during the term of this Lease. MINNESOTA STATE reserves the right to change, modify or otherwise redirect the location of the parking at its sole and absolute discretion. TENANT agrees to comply with MINNESOTA STATE’s parking program.

2. TERM.

The term of this Lease Agreement shall commence on January 1, 2022 (“**Commencement Date**”), and end on June 30, 2024, unless otherwise sooner terminated as provided in this Lease. MINNESOTA STATE grants and TENANT accepts a right to enter the Leased Premises up to fifteen (15) days prior to the Commencement Date at no charge to set-up the office.

3. PAYMENT OF RENT.

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to MINNESOTA STATE the sum of Four Thousand and One Hundred and Twenty-Five and 00/100 Dollars (\$4,125.00) for the term of the Lease Agreement.

Lease Period	Monthly Payment	Total due over Term
January 1, 2022 – June 30, 2024	\$137.50	
Total		\$4,125.00

3.2 Bond Financed Property. If MINNESOTA STATE used General Obligation bonds (including Higher Education Asset Preservation and Repair “HEAPR”) to purchase, construct or improve the Leased Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of the Department of Management and Budget, his or her successor and assigns, up to and including furnishing any documents as the Commissioner determines to be necessary to ensure that interest paid on the General Obligation Bonds, if any, used to purchase, construct or improve the property of which the Leased Premises is a part, is exempt from federal taxation.

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4. USE.

TENANT shall use and occupy the Leased Premises only for office space for staff of the Duluth Public Schools Area Learning Center and Academic Excellence Online, and for no other purposes without MINNESOTA STATE's prior written consent for each instance.

5. TERMINATION.

5.1 This Lease may be terminated by MINNESOTA STATE with or without cause at any time upon giving thirty (30) days prior written notice of such termination to TENANT.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

- a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to MINNESOTA STATE by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.
- b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by MINNESOTA STATE without notice to TENANT or to any other person and without obligation to account for them. TENANT will pay MINNESOTA STATE all expenses incurred in connection with MINNESOTA STATE'S disposition of such personal property, including without limitation the cost of repairing any damage to the building or premises caused by removal of such property. TENANT'S obligation to pay all of MINNESOTA STATE'S expenses incurred in connection with removal and disposal of TENANT'S personal property shall survive the termination of this Lease.

6. DUTIES OF LANDLORD.

MINNESOTA STATE shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. MINNESOTA STATE shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities: Minnesota State will bear the cost of all utilities for the space.

6.2. Janitorial and Trash Removal Service: MINNESOTA STATE will provide janitorial services and supplies to the Leased Premises according to **Exhibit B**.

6.3 Hazardous Waste Removal and Disposal: MINNESOTA STATE shall provide hazardous waste removal and disposal to the Leased Premises.

6.4 Maintenance: MINNESOTA STATE shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

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MINNESOTA STATE shall also maintain the foundation, roof and exterior walls of the building.

6.5 Repairs: MINNESOTA STATE shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that MINNESOTA STATE shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall MINNESOTA STATE bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear.

6.7 Delivery of Leased Premises: MINNESOTA STATE covenants that it will deliver the Leased Premises to TENANT in good condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

6.9 Energy Conservation: MINNESOTA STATE shall operate within MINNESOTA STATE energy guidelines and may enact energy initiatives to reduce energy consumption. MINNESOTA STATE participates in energy conservation measures enacted by State or Federal authority as may be specifically required by such governmental orders or regulations.

6.10 Accessibility: MINNESOTA STATE agrees to provide and maintain the building of which the Leased Premises are a part in compliance with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

6.11 Shutdowns: MINNESOTA STATE reserves the right to shut down electricity, heat, or water when necessitated by safety, repairs, alterations or upgrades. MINNESOTA STATE will give TENANT at least one (1) day notice of such shutdown, except in case of emergency, which shall require no advance notification. MINNESOTA STATE will use reasonable efforts to not shut down TENANT's utilities during business hours. MINNESOTA STATE will have no liability to TENANT for any loss, damage or expense that TENANT may sustain due to such shut down.

7. DUTIES OF TENANT.

7.1. Telephone and Telecommunications. Internet service is available at the Leased Premises through the LSC guest wireless network.

7.2. Identification signs. Tenant shall only install signage with MINNESOTA STATE'S prior written approval, see also Paragraph 8, Alterations.

7.3. Furniture, Fixtures, and Equipment. LANDLORD shall supply a desk and filing cabinet.

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- 7.4 Condition of Premises. TENANT agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.
- 7.5 Energy Conservation. TENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and other utility or service, whether such is furnished by MINNESOTA STATE or obtained and paid for by TENANT.
- 7.6 Compliance with Laws. TENANT shall comply with all applicable municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Leased Premises.
- 7.8 Tax or Impositions. In the event that a state or local tax is imposed upon MINNESOTA STATE due to TENANT'S occupancy, use, possession or leasehold interest in the Leased Premises, the obligation for the payment of the tax will be wholly that of TENANT.
- 7.9 Human Rights: When applicable, TENANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minnesota Statutes, Section 363A.36.
- 7.10 Repairs. TENANT shall, except as otherwise specified herein, maintain in good repair and condition the Leased Premises including the building and any and all equipment, fixtures or appurtenances furnished by MINNESOTA STATE under this Lease. TENANT shall bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear.
- 7.11 Nuisance. TENANT agrees not to use the Leased Premises in any way which, in the judgment of MINNESOTA STATE, poses a hazard to building occupants, the Leased Premises or the building, in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others.
- 7.12 No Smoking. TENANT shall comply with the campus policy on tobacco use on campus grounds.

8. ALTERATION OF LEASED PREMISES.

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of MINNESOTA STATE. All alterations, additions, improvements and fixtures (including floor coverings), which may be made or installed by MINNESOTA STATE upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of MINNESOTA STATE, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear.

- 8.1 Alterations, additions or changes shall comply with all applicable codes and MINNESOTA STATE Design and Construction Standards. TENANT shall at all times observe all fire and building codes relating to its operation and use of the Leased Premises. TENANT shall comply with all applicable laws and requirements including, but not limited to the City, County, and

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State of Minnesota as to sanitary, health and safety conditions and as to the use of the Leased Premises by TENANT.

8.2 Alterations, additions or changes shall be at TENANT’s sole cost and expense to furnish all labor and materials to make all alterations and structural changes necessary for use of the building as permitted by this Lease.

8.3 TENANT shall be responsible for ensuring that building contractors employed by TENANT shall provide and maintain a performance bond and construction insurance as established by Minnesota State Colleges and Universities. TENANT shall provide copies of said performance bond and construction insurance to MINNESOTA STATE prior to any work performed by any contractors on behalf of TENANT.

8.4 Tenant may, at its own expense, remodel, redecorate, make alterations, additions and changes in and to the interior of the premises (except those of a structural nature); provided, however, that no alterations, additions or changes may be made without first procuring the approval in writing of MINNESOTA STATE. All alterations, additions or changes to be made to the Leased Premises which require the approval of MINNESOTA STATE shall be made under the supervision of a competent architect or competent licensed structural engineer and made in accordance with plans and specifications approved in writing by MINNESOTA STATE before commencement of work. All work related to any alterations, additions or changes shall be done in a good and workmanlike manner and diligently completed so that the premises shall be a complete unit at all times except during the period of construction. TENANT will not make or allow to be made any structural changes or additions to the building or the premises, or make or allow to be made any changes, additions or hook ups to any utility services, including electrical, plumbing, heating, HVAC, or any transformers, lines, wires, or equipment associated with same, without the prior written approval of MINNESOTA STATE. TENANT shall be responsible for the cost of any build out of the Leased Premises in preparation for occupancy. TENANT and MINNESOTA STATE shall develop plans and specifications for building out the TENANT space.

8.5 TENANT shall have no right to encumber or subject the interest of MINNESOTA STATE in the Leased Premises to any mechanic’s liens, material liens or other liens of any nature whatsoever, and TENANT shall have any such lien discharged within 10 days after the date of recording of the lien. TENANT shall be liable to MINNESOTA STATE for any MINNESOTA STATE’s costs and attorney fees incurred in regard to this section.

8.6 Leased Premises Condition at Termination. TENANT shall vacate the Leased Premises in good order and in the same repair as which the Leased Premises existed at the commencement of this Lease Agreement, ordinary wear and tear excepted, and, shall remove all its property and fixtures there from so MINNESOTA STATE can repossess the Leased Premises not later than the day after the expiration of this Lease Agreement or any renewal thereof, whether upon notice or by holdover or otherwise. TENANT may at any time prior to or upon the termination of this Lease Agreement or any renewal or extension thereof, remove from the Leased Premises all materials, equipment and property of every other sort or nature installed by TENANT thereon, provided that such property is removed without substantial injury to the Leased Premises. No injury or damage shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property or equipment.

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MINNESOTA STATE may require TENANT to remove same from the Leased Premises, at MINNESOTA STATE's sole discretion, if MINNESOTA STATE provides TENANT with written notice at least 15 days prior to termination of the lease. TENANT shall leave all furniture provided to it by MINNESOTA STATE at the Leased Premises upon termination of the lease.

9. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. MINNESOTA STATE'S ACCESS.

MINNESOTA STATE, acting through its designated agent, employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. INSURANCE. [INTENTIONALLY OMITTED]

12. LIABILITY.

MINNESOTA STATE and TENANT agree that each party 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 any others and the results thereof. MINNESOTA STATE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. MINNESOTA STATE TO BE INDEMNIFIED AND HELD HARMLESS.

MINNESOTA STATE shall not be liable for any suits, actions or claims of any character for injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising out of the conduct, management or use of the Leased Premises by TENANT or arising out of any work or thing whatsoever done in or about the premises or structures or equipment therein when such has been authorized by TENANT, except as such injury, death or property damage is attributable to MINNESOTA STATE'S negligence as determined by a court of law. TENANT shall indemnify MINNESOTA STATE and hold it harmless from any and all such suits, actions or claims. This provision shall survive the termination of this Lease.

14. PERSONAL PROPERTY RISK.

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and MINNESOTA STATE shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

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15. DAMAGE BY FIRE OR OTHER CASUALTY.

If all or a substantial part of the Leased Premises is rendered untenable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), MINNESOTA STATE shall have the option, at its sole and absolute discretion, to either:

- a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall MINNESOTA STATE have any obligation: 1) to make repairs or restoration beyond the extent of insurance proceeds received by MINNESOTA STATE for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If MINNESOTA STATE elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall MINNESOTA STATE be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

- b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If MINNESOTA STATE elects to terminate the Lease Agreement, MINNESOTA STATE shall notify TENANT in writing within 180 days of the date of the Casualty.

16. HOLDING OVER.

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that if TENANT holds over for more than five days, the amount of Rent due each month will be doubled. The increased Rent payment will be due each month, including the first month Tenant holds over, until TENANT vacates the Leased Premises. TENANT will also be liable to MINNESOTA STATE for all costs, losses, claims or liabilities that MINNESOTA STATE may incur as a result of TENANT's failure to surrender possession of the Leased Premises to MINNESOTA STATE upon the expiration or earlier termination of the Lease.

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17. DEFAULT BY TENANT.

If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from MINNESOTA STATE, MINNESOTA STATE may exercise one or more of the following remedies, or any other remedy available at law or in equity:

- a. terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
- b. re-enter the Leased Premises and remove all persons and property from the Leased Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease;
- c. re-let the Leased Premises without terminating the Lease. All amounts received from such re-letting shall be applied: first, to the payment of any costs of re-letting, and second, to the payment of Rent due and owing under this Lease Agreement. If the amount received from re-letting in any month is less than the amount of Rent to be paid by TENANT, TENANT will pay any such deficiency to MINNESOTA STATE upon demand.

18. SELF-HELP RIGHT.

If TENANT defaults in the performance of any term of this Lease Agreement, MINNESOTA STATE, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that MINNESOTA STATE gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by MINNESOTA STATE and all losses, costs and expenses incurred by MINNESOTA STATE, in connection with any such performance by MINNESOTA STATE pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by MINNESOTA STATE for any property, material, labor or services provided by MINNESOTA STATE to TENANT.

19. WAIVER OF COVENANTS.

The failure of MINNESOTA STATE to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but TENANT'S obligation with respect to such future performance shall continue in full force and effect.

20. BUILDING AND LEASED PREMISES ACCESS AND HOURS.

MINNESOTA STATE shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT during regular college business hours.

21. NOTICES.

All notices, requests, and other communications between MINNESOTA STATE and TENANT that are required or that MINNESOTA STATE or TENANT elect to deliver shall be deemed

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sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

TENANT: Independent School District No. 709
CFO/Executive Director of Business Services
215 N. 1st Avenue East
Duluth, MN 55802

MINNESOTA STATE: Lake Superior College
Vice President of Administration
2101 Trinity Road
Duluth, Minnesota 55811

With a copy to: Minnesota State Colleges and Universities
30 E. 7th Street, Suite 350
St. Paul, MN 55101
ATTN: Real Estate Services

22. NEW LANDLORD.

In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if MINNESOTA STATE shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to MINNESOTA STATE, proper written notice of such change must be delivered to TENANT as promptly as possible.

23. AUDIT.

MINNESOTA STATE is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease Agreement shall be subject to reasonable examination by the State, MINNESOTA STATE, MINNESOTA STATE's Internal Auditor or Independent Auditor and/or the Legislative Auditor during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.

24. ENVIRONMENTAL.

TENANT shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined below, unless it has received the prior written consent of MINNESOTA STATE, which may be unreasonably withheld. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of

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which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify MINNESOTA STATE from any and all damages, costs, fines and expenses, including all attorney's fees incurred by MINNESOTA STATE that might arise as a result of TENANT's violation of this provision. This provision shall survive the termination of this Lease.

25. ENTIRE AGREEMENT.

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

- Lease Agreement
- **EXHIBIT A**, Leased Premises
- **EXHIBIT B**, Janitorial and Trash Removal Service Plan

Signature Block is on Next Page

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: ^{DocuSigned by:} Catherine A. Erickson
3539DB8A52D84F1
Cathy Erickson

01-E-005-211-000-370-201

Its: CFO/Executive Director of Business Services

Date: 12/29/2021 | 3:29:11 PM CST

MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF LAKE SUPERIOR COLLEGE

By: ^{DocuSigned by:} Alan Finlayson
CABEA485D3C74E5...
Alan Finlayson

Its: Vice President of Administration

Date: 12/29/2021 | 3:29:11 PM CST

VERIFIED AS TO ENCUMBRANCE: (if applicable)

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

Expenditure Authorization Entered

By: N/A

Title: N/A

Date: N/A

AS TO FORM AND EXECUTION:

By: ^{DocuSigned by:} Nickoel Anderson
7579A626C85D4E7...
Nickoel Anderson

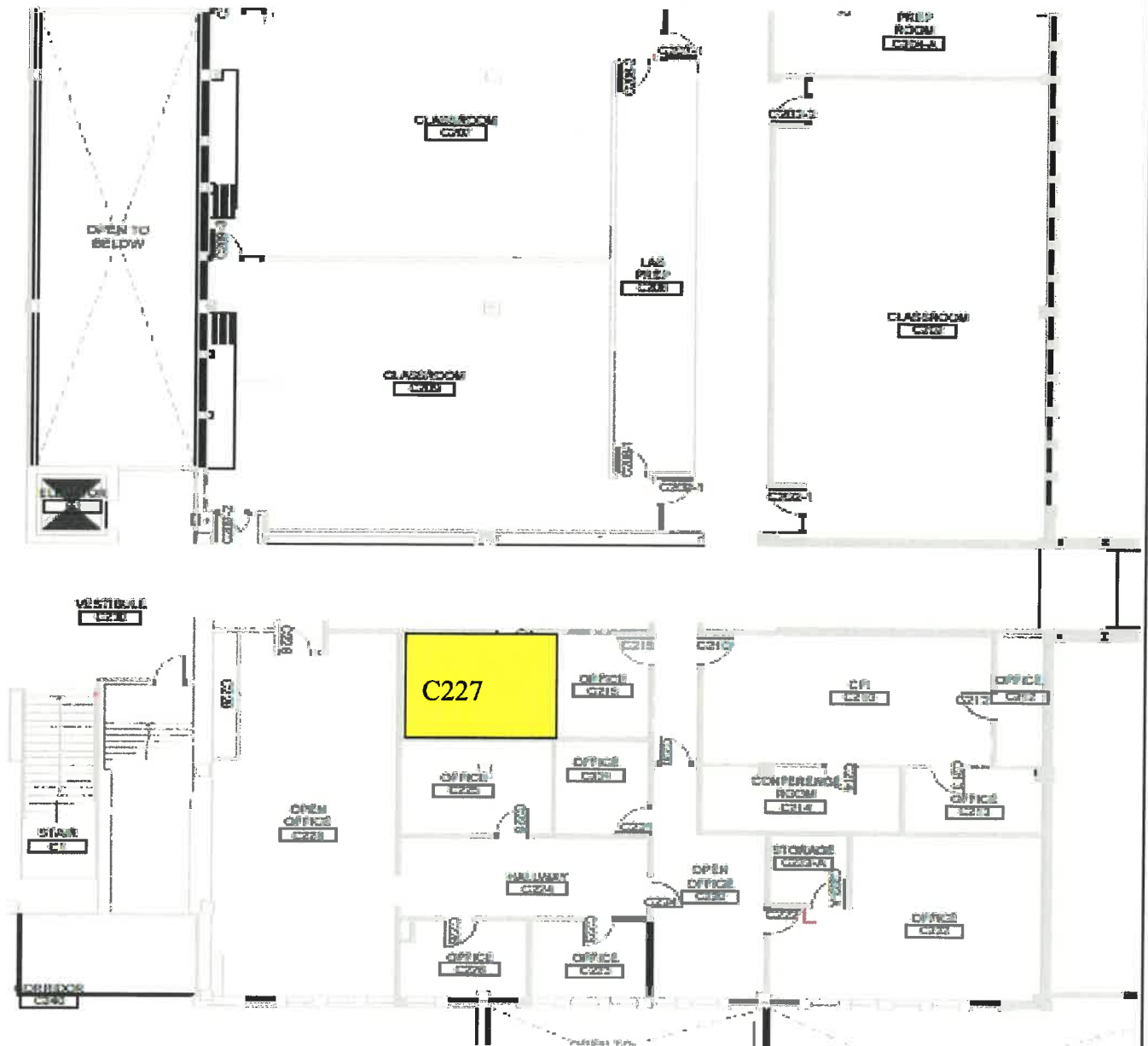
Title: Director of Business Services

Date: 12/29/2021 | 3:29:11 PM CST

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EXHIBIT A – LEASED PREMISES

Leased Premises are marked in yellow below on Building floor plan.



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EXHIBIT B

Revised July 14, 2018

JANITORIAL AND TRASH REMOVAL SERVICE PLAN Main Campus, ERTC and Aviation Center

JANITORIAL SERVICE

Maintenance will provide janitorial services according to the following schedule:

DAILY

- Empty wastebaskets. Replace liners if needed (torn, food or liquid spills)
- Sweep and mop hard surfaced floors – at a minimum floors are to be dry mopped but may require wet mopping (All Hallways and Common Areas)
- Clean bathrooms
 - wash and sterilize washbowls, toilet seats, toilet bowls and urinals
 - restock toilet tissue, towel dispensers and soap dispensers
 - clean mirrors
 - wet mop and disinfect floors
- Clean and disinfect water fountains
- Clean glass on entrance doors
- Daytime bathroom checks

WEEKLY

- Empty recycling containers
- Vacuum all carpeted areas
- Clean classroom and conference room tables

ANNUAL OR BI-ANNUAL

- Wash interior/exterior windows
- Clean carpet
- Strip and reseal floors

BI-WEEKLY

- Dust all furniture, ledges, molding and exposed surfaces (desks and credenzas will not be dusted if not cleared off)
- Dust window blinds

AS NEEDED

- Spot clean the carpets and floors
- Replace light bulbs
- Clean desktops as requested

TRASH AND RECYCLING

Maintenance will provide trash and recycling service for the offices and classrooms. The Program will be responsible for the recycling of all scrap material used in the shops (Art, Auto Body, Auto Service, Aviation, Aviation Mechanics, Carpentry, Commercial & Residential, Fire Tech and Truck Driving).

Alterations to the outline may be needed due to unforeseen circumstances (weather, employee absences, etc.)

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Charette, 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 December 21, 2021 and shall remain in effect until June 30th, 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.** The Contractor will be on contract with DPS American Indian Education Department to share his storytelling and musical talents as an Ojibwe performer. The contract will be up to 3 sessions at \$400.00 (four hundred dollars) per session.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1500 (fifteen hundred dollars). at the rate of \$400.00 (four hundred dollars) a session. Mileage will also be paid at the Federal rate of \$0.56/per mile (fifty-six cents).

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: American Indian Education Office 4316 Rice Lake Rd. Suite 108 Duluth, MN 55811

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Michael Charette;**

37455 Water Tower Rd Apt # 902 RCHA Box 957 Gayfield WI 54814
(mailing address)

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.

Michael J. Chavette
Contractor Signature

[REDACTED]
SSN/Tax ID Number

D. Washington
Program Director

Date 12-5-21

Date 12/7/2021

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
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

Cathus E. [Signature]
CFO / Superintendent of Schools / Board Chair

Date 12/10/21

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Misty Nordin, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 23rd, 2021 and shall remain in effect until June 30th, 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.** Contractor will utilize their unique knowledge and perspective as an Ojibwe expert. The Contractor will provide workshops on Begesiwin (dish game) for our American Indian students/families in the District during our family engagement nights.

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 \$75.00 hourly and \$5,250.00 in total. Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense was incurred (2021 is \$.56/mile, 2022 rate has not been published).

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: ISD 709, Duluth Public Schools, Attn: American Indian Education Office, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 92060 Frobay Road, Bayfield, WI 54814.

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:

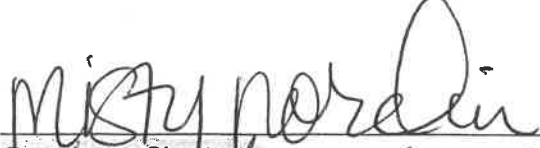
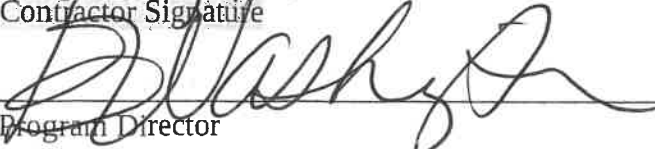
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 10-19-21

 Program Director _____ Date 10/19/21

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
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 12/10/21

CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

RECITALS

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of \$ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Jeff Anderson or Gary Cerkenik personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be considered to be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will

be the basis for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from January 1, 2022, through January 1, 2023, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 3 months prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Notice to Consultant shall be mailed or delivered to Jeff Anderson, Costin Group Minnesota, Inc., P.O. Box 385, Duluth, MN 55801.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement on the basis of race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. In the event that Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it

under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

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

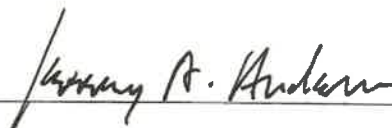
15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this 9th day of December, 2021.

DULUTH PUBLIC SCHOOLS
4316 RICE LAKE RD, SUITE 108
DULUTH, MN 55801

COSTIN GROUP MINNESOTA, INC.
P.O. BOX 385
DULUTH, MN 55801

By: 

By: 

ITS: CFO

ITS: President

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of December, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Jacqueline Dolentz, 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 January 14, 2022 and shall remain in effect until December 31, 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.** Assist in the transition of the new Business Services Coordinator.

3. **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 \$45.00 hourly and \$20,000.00 in total.

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

4. **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.

5. **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.

6. **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.

7. **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.

Working Agreement

This agreement is made as of Dec 29, 2021 between

Angie Frank
Duluth Adult Education
(hereinafter "Client")

and

Hannah Hoaglund
Hoaglund Designs LLC
PO Box 2371
Tofte MN 55615
(hereinafter "Designer")

Pricing

\$750 total

Includes square window cling design, up to two rounds of revisions, final design pdf and preparing the files for print as needed.

Two-sided postcard design with 4 variations of the front design. Includes initial for each, final pdf files, any printing preparation needed.

Note: Does not include printing costs.

Payment Schedule

The client will make a 50 percent down payment prior to work commencing. The down payment is non-refundable. The remaining 50 percent is payable to the designer upon completion of the project and before artwork is supplied to the client.

Agreement Expiration

The terms of this Agreement expires 10 days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client. Pricing is subject to change after contract has expired.

58 Revisions

Up to two rounds of revisions are included in the quoted price. Additional revisions will be billed at a rate of \$85/hour.

Rights and Ownership

Rights: Final design shall be for the exclusive use of the client other than for the designer's promotional use. Upon payment of all fees and expenses, the following reproduction rights for all approved final designs created by the designer for this project shall be granted:

- Client to gain full license to reproduce work through commercial printers.

Ownership: The client shall be entitled to full ownership of final artwork, in its original format only, created during the project upon full payment of the agreed fee. Client may not modify the Final Design. Designer retains all rights to all Preliminary Designs. They may not be duplicated, altered or sold in any way.

Reservation of Rights: All rights not expressly granted above are retained by the Designer.

Permissions and Releases: The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

Third party contracts: The designer may contract with other creative professionals to provide services such as web development, photography, and illustration. Any third-party terms and conditions will include full reproduction rights for the client. Where such contracting adds to the project cost, the client will first be asked for permission to proceed. No project will commence on the assumption that third parties might be required for project completion. Such details will be finalized prior to project commencement, unless requested by the client at a later date.

Delayed Payment

If the invoice is more than 14 days overdue, a 10 percent "delayed payment" fee will be charged. This 10 percent figure will be added upon each recurring 30-day period until the full amount has been received by the designer.

Cancellation

If, after project commencement, client communication (face-to-face, telephone, or email) stops for a period of 90 days, the project can be cancelled, in writing by the designer, and ownership of all copyrights shall be retained by the designer. A cancellation fee for work completed shall be paid by the client, with the fee based on the stage of project completion. The fee will not exceed 100 percent of the total project cost.

Miscellaneous

Samples: The client shall provide the designer with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. The designer may use such copies and samples for publication, exhibition, or other promotional purposes.

Confidentiality: The client shall inform the designer in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential. All material from the Designer should be considered and designated as confidential. The information should be used only as needed to perform this Agreement.

Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure. All training materials and information provided by Designer will remain confidential and shall not be copied or duplicated.

Indemnity: The client agrees to indemnify and hold harmless the designer from all claims, demands, losses, 59causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, the work supplied by the designer.

Deliverable Acceptance

Within five business days after delivery of the Deliverable to Client, Client must notify Designer in writing of any failure of such Deliverable to comply with specifications, or of any other objections, corrections, or revisions Client wishes to be made with such Deliverable. In the absence of such notice from Client, the Deliverable shall be deemed accepted and approved by Client five business days after delivery of the Deliverable to Client.

Timeline

Changes to approved designs during the production phase (prepress or programming) of the project may require an extension of the timeline and an increase in the budget.

Delays

Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables. Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, labor disputes, riots, acts of war, terrorism and epidemics. If client fails to respond to Designer request(s) within ten business days, Designer reserves the right to discontinue services, withhold delivery of the deliverables, and any transfer of ownership of current work. If Designer resumes performance of Services at his/her discretion, the Delivery Schedule and Designer Fees may be modified.

Client:

I agree to the terms and conditions of this contract.

First Name

Last Name

Select Date

Signature Catherine Erickson

12/30/21

Catherine Erickson, CFO

Business Owner:

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature

04-E-005-520-164-303-000

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, , Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2021**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 17-18, 2021 (Friday-Saturday)

Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,795.00 (Two Thousand Seven Hundred Ninety Five and no cents)

Plus the following:

**Equipment List and Audio-Visual - (Effective 1/2021) or current rates
Catering and/or Exhibit Arrangements by Separate Agreement**

2. ~~A \$1,000.00 non-refundable deposit is required thirty (30) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.
12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.
17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 21st day of October, 2021

DULUTH ENTERTAINMENT CONVENTION CENTER

By: DFH
Executive Director
Duluth Entertainment Convention Center
(DECC)

Cathie & Co
Permittee Signature

CEO
Permittee Title

12/10/21
Date



Braun Intertec Corporation
4511 West First Street, Suite 4
Duluth, MN 55807

Phone: 218.624.4967
Fax: 218.624.0196
Web: braunintertec.com

October 13, 2021

Proposal QTB145588

Independent School District #709
c/o Mr. Nathan Norton
ICS Builds
1331 Tyler Street NE Suite 101
Minneapolis, MN 55413

Re: Proposal for Special Inspection and Testing Services
ISD 709 Transportation Building
730 East Central Entrance
Duluth, Minnesota

Dear Mr. Norton:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Transportation Building at the existing vacant Central high School Site in Duluth, Minnesota.

We have completed the geotechnical evaluation and environmental, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 6 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of Project

We understand this project will include the construction of a new Transportation Building to house offices, training and storage areas and 20,000 square foot garage space.

We understand the buildings will be steel framed with precast walls, supported on cast in place concrete foundations. Slabs will be grade supported. Associated bituminous pavements and utilities are include in proposal QTB144980, District Service Center and Public Roadways.

Available Information

This proposal was prepared using the following documents and information.

- Building project plans and specifications prepared by DSGW Architects, dated August 11, 2021.
- A geotechnical report B2009444.00 prepared by Braun Intertec, dated May 7, 2021.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill,

foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.

- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement, as requested.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections and the placement of shear studs.
- Observe and test the precast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.

- Observe the installation of post-installed anchors.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$19,990**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide

ISD #709
Proposal QTB145588
October 13, 2021
Page 6

them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

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We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact David Morrison at 218.624.4967 or dmorrison@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



David E. Morrison, PE
Project Engineer



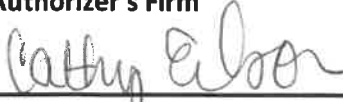
Joseph C. Butler, PE
Business Unit Manager – Senior Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

ISD 709 Duluth Public Schools

Authorizer's Firm



Authorizer's Signature

Cathy Erickson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

12/10/21

Date



The Science You Build On.

Project Proposal

QTB145588

ISD 709 Transportation Building

Client:

Independent School District #709
215 North First Avenue East
Duluth, MN 55802
(218) 723-4139

Work Site Address:

730 East Central Entrance
Duluth, MN

Service Description:

Special Inspections and Construction
Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Transportation Building				
Activity 1.1	Soil Observations and Testing				\$4,040.00
206	Excavation Observations	16.00	Hour	80.00	\$1,280.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	8.00	Trips	2.00	16.00
207	Compaction Testing - Nuclear	24.00	Hour	70.00	\$1,680.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Backfill	16.00	Trips	1.50	24.00
1308	Nuclear moisture-density meter charge, per hour	24.00	Each	15.00	\$360.00
1861	CMT Trip Charge	24.00	Each	15.00	\$360.00
1318	Moisture Density Relationship (Standard), per sample	1.00	Each	165.00	\$165.00
1162	Sieve Analysis with 200 wash, per sample	1.00	Each	125.00	\$125.00
209	Sample pick-up	1.00	Hour	70.00	\$70.00
Activity 1.2	Concrete Observations and Testing				\$9,980.00
260	Concrete Observations	12.00	Hour	80.00	\$960.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	8.00	Trips	0.50	4.00
	Foundation Walls	16.00	Trips	0.50	8.00
261	Concrete Testing	45.00	Hour	70.00	\$3,150.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	8.00	Trips	1.50	12.00
	Foundation Walls	16.00	Trips	1.50	24.00
	Slab On Grade	6.00	Trips	1.50	9.00
278	Concrete Cylinder Pick up	20.00	Hour	70.00	\$1,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	20.00	Trips	1.00	20.00
1861	CMT Trip Charge	48.00	Each	15.00	\$720.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	150.00	Each	25.00	\$3,750.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	8.00	Set	5.00	40.00
	Foundation Walls	16.00	Set	5.00	80.00
	Slab On Grade	6.00	Set	5.00	30.00
Activity 1.3	Structural Steel Observations				\$2,280.00
605	ICC Structural Steel Technician	18.00	Hour	95.00	\$1,710.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Welding, Framing, Bolting	3.00	Trips	3.00	9.00
	Precast Concrete Connections	3.00	Trips	3.00	9.00
1664	NDE Trip charge	6.00	Each	95.00	\$570.00
Activity 1.4	Project Management				\$3,690.00
238	Project Assistant	12.00	Hour	70.00	\$840.00

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The Science You Build On.

Project Proposal

QTB145588

ISD 709 Transporation Building

226	Project Manager	12.00 Hour	145.00	\$1,740.00
125	Project Control Specialist	3.00 Hour	120.00	\$360.00
5514	Final Special Inspection Report	1.00 Each	750.00	\$750.00
			Phase 1 Total:	\$19,990.00

Proposal Total:	\$19,990.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.*

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Braun Intertec Corporation
4511 West First Street, Suite 4
Duluth, MN 55807

Phone: 218.624.4967
Fax: 218.624.0196
Web: braunintertec.com

October 13, 2021

Proposal QTB144980

Independent School District #709
c/o Mr. Nathan Norton
ICS Builds
1331 Tyler Street NE Suite 101
Minneapolis, MN 55413

Re: Proposal for Special Inspection and Testing Services
ISD 709 DSC and Public Roadways
730 East Central Entrance
Duluth, Minnesota

Dear Mr. Norton:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the District Service Center and Public Roadways at the existing vacant Central high School Site in Duluth, Minnesota.

We have completed the geotechnical evaluation and environmental, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 6 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of Project

We understand this project will include the construction of a new office/administration building, as well as improvements to the existing H Courtney Drive and construction of Portia Johnson Drive. The adjacent new Transportation Building is not included in this scope of work and was provided as proposal QTB145588.

We understand the buildings will be steel framed with precast walls, supported on cast in place concrete foundations. Slabs will be grade supported. To access the new building, the existing H Courtney Drive will be reconstructed, and Portia Johnson Drive will be constructed. Both roadways will be constructed to City of Duluth specifications and will be bituminous paved with concrete curb and gutter and sidewalks. Associated utility are included in the projects.

Available Information

This proposal was prepared using the following documents and information.

- DSC Building project plans and specifications prepared by DSGW Architects, dated August 11, 2021.
- City of Duluth roadway project plans and specifications prepared by Northland Consulting Engineers, dated May 5, 2021.
- A geotechnical report B2009444.00 prepared by Braun Intertec, dated May 7, 2021.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After

reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement, as requested.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections and the placement of shear studs.
- Observe and test the precast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of post-installed anchors.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Obtain cores of the compacted bituminous pavement from the contractor, to obtain samples for thickness and density measurements.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$27,510**. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our

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services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

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We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact David Morrison at 218.624.4967 or dmorrison@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



David E. Morrison, PE
Project Engineer



Joseph C. Butler, PE
Business Unit Manager – Senior Engineer

Attachments:

Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

ISD 709 Duluth Public Schools

Authorizer's Firm



Authorizer's Signature

Cathy Erickson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

12/10/21

Date



The Science You Build On.

Project Proposal

QTB144980

ISD 709 District Service Center and Public Roadways

Client:

ICS
Nathan Norton
1331 Tyler Street NE Suite 101
Minneapolis, MN 55413
(763) 354-2670

Work Site Address:

730 East Central Entrance
Duluth, MN

Service Description:

Construction Materials Testing and Special Inspections

	Description	Quantity	Units	Unit Price	Extension
Phase 1	District Service Center				
Activity 1.1	Soil Observations and Testing				\$2,500.00
206	Excavation Observations	8.00	Hour	80.00	\$640.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	4.00	Trips	2.00	8.00
207	Compaction Testing - Nuclear	15.00	Hour	70.00	\$1,050.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Backfill	10.00	Trips	1.50	15.00
1308	Nuclear moisture-density meter charge, per hour	15.00	Each	15.00	\$225.00
1861	CMT Trip Charge	15.00	Each	15.00	\$225.00
209	Sample pick-up	1.00	Hour	70.00	\$70.00
1318	Moisture Density Relationship (Standard), per sample	1.00	Each	165.00	\$165.00
1162	Sieve Analysis with 200 wash, per sample	1.00	Each	125.00	\$125.00
Activity 1.2	Concrete Observations and Testing				\$7,355.00
260	Concrete Observations	9.00	Hour	80.00	\$720.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings/Column Pads	5.00	Trips	0.50	2.50
	Foundation Walls/Piers	10.00	Trips	0.50	5.00
	Structural Slabs	1.00	Trips	0.50	0.50
	Elevator Shaft	2.00	Trips	0.50	1.00
261	Concrete Testing	33.00	Hour	70.00	\$2,310.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings/Column Pads	5.00	Trips	1.50	7.50
	Foundation Walls/Piers	10.00	Trips	1.50	15.00
	Structural Slabs	1.00	Trips	1.50	1.50
	Slab On Grade	2.00	Trips	3.00	6.00
	Elevator Shaft	2.00	Trips	1.50	3.00
278	Concrete Cylinder Pick up	15.00	Hour	70.00	\$1,050.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	15.00	Trips	1.00	15.00
1861	CMT Trip Charge	35.00	Each	15.00	\$525.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	110.00	Each	25.00	\$2,750.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings/Column Pads	5.00	Set	5.00	25.00
	Foundation Walls/Piers	10.00	Set	5.00	50.00
	Structural Slabs	1.00	Set	5.00	5.00
	Slab On Grade	2.00	Set	10.00	20.00
	Elevator Shaft	2.00	Set	5.00	10.00
Activity 1.3	Structural Steel Observations				\$4,180.00



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ISD 709 District Service Center and Public Roadways

605	ICC Structural Steel Technician		33.00 Hour	95.00	\$3,135.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Welding, Framing, Bolting	7.00 Trips	3.00	21.00	
	Precast Concrete Connections	4.00 Trips	3.00	12.00	
1664	NDE Trip charge		11.00 Each	95.00	\$1,045.00
Activity 1.4	Project Management				\$3,810.00
238	Project Assistant		12.00 Hour	70.00	\$840.00
226	Project Manager		12.00 Hour	145.00	\$1,740.00
125	Project Control Specialist		4.00 Hour	120.00	\$480.00
5514	Final Special Inspection Report		1.00 Each	750.00	\$750.00
Phase 1 Total:					\$17,845.00
Phase 2	Portia Johnson Drive and H Courtney Drive - City of Duluth Specifications				
Activity 2.1	Soil Observations and Testing				\$3,930.00
207	Compaction Testing - Nuclear		30.00 Hour	70.00	\$2,100.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Utilities, Storm, Sanitary, Water Main	8.00 Trips	1.50	12.00	
	Select Granular Borrow	6.00 Trips	1.50	9.00	
	Aggregate Base	6.00 Trips	1.50	9.00	
1308	Nuclear moisture-density meter charge, per hour		30.00 Each	15.00	\$450.00
1861	CMT Trip Charge		22.00 Each	15.00	\$330.00
1318	Moisture Density Relationship (Standard), per sample		4.00 Each	165.00	\$660.00
1162	Sieve Analysis with 200 wash, per sample		2.00 Each	125.00	\$250.00
209	Sample pick-up		2.00 Hour	70.00	\$140.00
Activity 2.2	Concrete Observations and Testing				\$3,495.00
261	Concrete Testing		21.00 Hour	70.00	\$1,470.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Sidewalks	6.00 Trips	1.50	9.00	
	Curb & Gutter	8.00 Trips	1.50	12.00	
278	Concrete Cylinder Pick up		9.00 Hour	70.00	\$630.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Cylinder Pickup	9.00 Trips	1.00	9.00	
1861	CMT Trip Charge		23.00 Each	15.00	\$345.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen		42.00 Each	25.00	\$1,050.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Sidewalks	6.00 Set	3.00	18.00	
	Curb & Gutter	8.00 Set	3.00	24.00	
Activity 2.3	Pavement Observations & Testing				\$1,140.00
209	Sample pick-up		8.00 Hour	80.00	\$640.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Core Pickup from Contractor	4.00 Days	2.00	8.00	
1861	CMT Trip Charge		4.00 Each	15.00	\$60.00
1542	Thickness and Density of Bituminous Core		8.00 Each	55.00	\$440.00
Activity 2.4	Project Management				\$1,100.00
238	Project Assistant		4.00 Hour	70.00	\$280.00
226	Project Manager		4.00 Hour	145.00	\$580.00
125	Project Control Specialist		2.00 Hour	120.00	\$240.00
Phase 2 Total:					\$9,665.00



Project Proposal

QTB144980

ISD 709 District Service Center and Public Roadways

Proposal Total:	\$27,510.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.*

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of October, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Anji Education, Inc, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/26/21 and shall remain in effect until 4/30/22, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$95.00 hourly and \$4,600 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Anji Education, Inc. % Jesse Coffino 527 Santa Fe Avenue, Albany, Ca., 94706.

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:


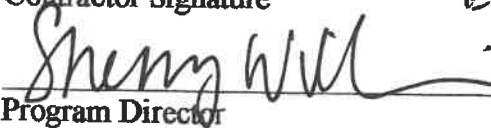
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

 Jesse CUFFINO
 Contractor Signature DIRECTOR, AND 84-1766136 Oct. 26, 2021
EDUCATION, SSN/Tax ID Number Date
INC.
 _____
 Program Director 11.11.21
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); 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	251	305	151
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 12/10/21
 Date

Grant Proposal:

Our program has made a shift towards more play-based pedagogy and outdoor/nature play opportunities. In a recent survey, teachers indicated they would like to take a deeper dive into observation and reflection of children's play after some preliminary professional development on the topic during the 20-21 school year. To begin with, teachers will be provided with information about the history, philosophy, and practices of the Anji Play approach. Anji Play is the official early learning curriculum for 130 public schools in Anji County, China, serving over 14,000 children ages 3-6. The approach is currently being practiced in every province in China, and is being implemented in Head Start and Early Head Start programs in California, among other international sites. Ms. Cheng Xueqin, founder of the approach, says that "when we step back and observe the intention of the child's play, we discover children at the same time as children discover the world." The fall seminars will focus on Anji Play practices that will be directly applicable to our program's changing pedagogy: fostering safe environments for self-directed play, training teachers to observe and record uninterrupted play, and providing opportunities for teaching teams to reflect together on videos of children's play.

Our consultants will conduct eight, biweekly, 1.5-hour reflection sessions for up to ten Duluth Preschool teachers via Zoom. Jesse Coffino and Krystina Tapia of Anji Education, Inc. will facilitate discussions of videos that our teachers have recorded of their students playing and reflect with teachers on their insights.

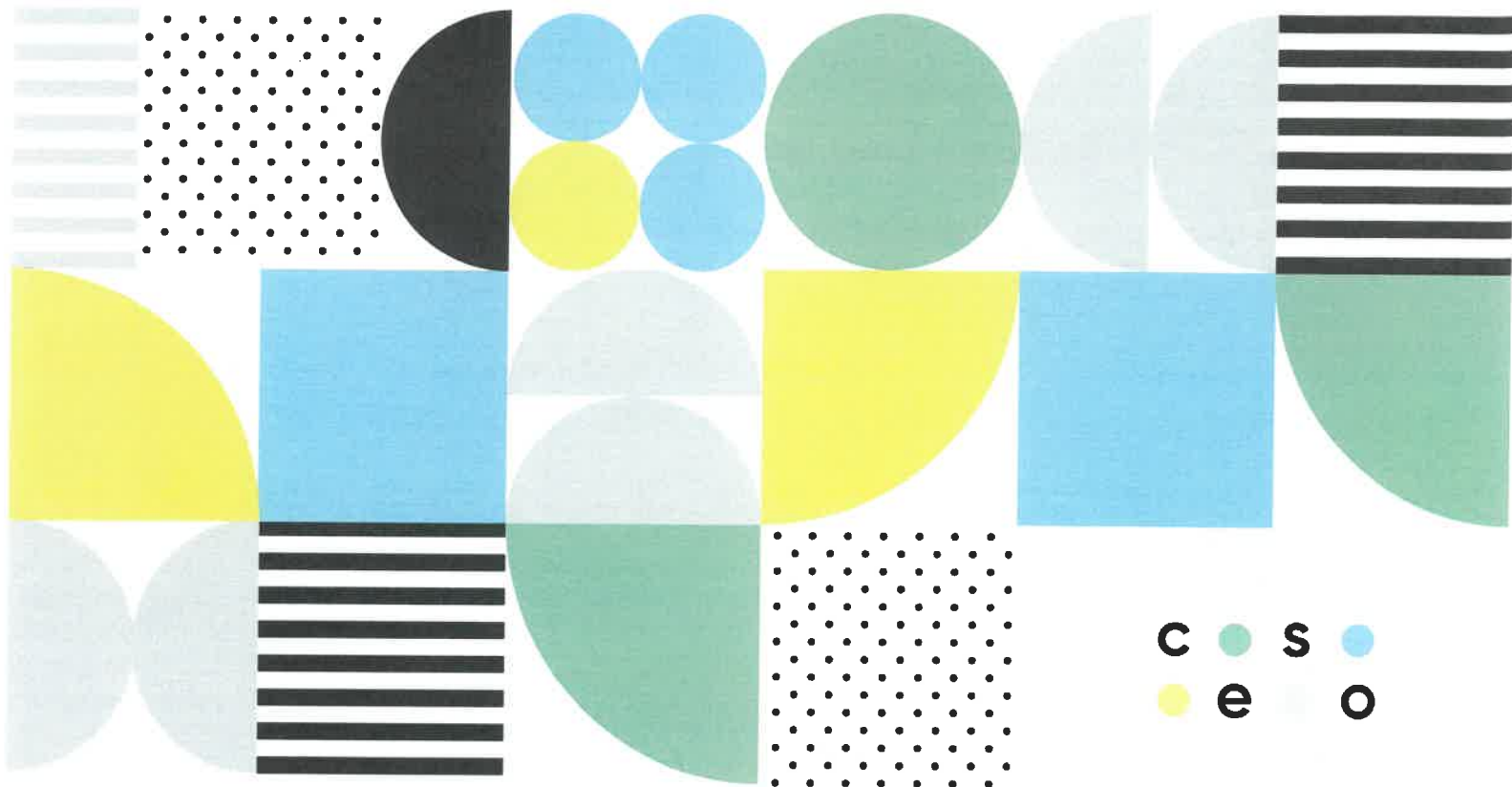
Duluth Preschool Project Budget

	Grant	In-Kind
1. Consultants (professional development preparation, implementation, and follow-up activities at discounted cost for first-time projects)	\$4,600	\$2,300*
2. Equipment (video recording devices)	\$2,000	
3. Stipends (for Duluth Preschool teachers participating in the professional development programming)	\$2,000	
4. Program support (local project coordination management and assistance)		\$1,500**
5. Web services (private online cohort for video sharing and reflection)	\$360	
	\$8,960	\$3,800

Additional funders:

*\$2300.00 is a reduction in normal consultation fees from Anji Education, Inc

**\$1500.00 is an in kind donation from Aaron Crowell who will be our local project coordinator due to his background knowledge with AnjiPlay.



Staffing Structure & Job Descriptions Proposals

Duluth Public Schools
11.22.2021



01 | The CESO Communications Story •

Our innovative approach to addressing communication and marketing challenges sets us apart. We are naturally curious as part of who we are and what we do. We have a desire to know more and learn about what our clients are experiencing. We have a boundless interest in learning, and go beyond what we know to ponder, “what else can we know.” We remove distractions, solve problems and enhance relationships through strategic communication, marketing and engagement, allowing school leaders to focus on students and their learning.

CESO Communications is committed to “rethinking possible” in all we do. We are grounded as an organization in the belief that the best ideas come from curious minds with unexpected backgrounds. We are firmly committed to promoting diversity, equity and inclusion and to dismantling historically oppressive systems in an effort to improve student outcomes. We understand that our disruptor approach may not be for everyone, but by holding strong to our core values we believe we can help schools make real and impactful change that truly serves the needs of each and every learner.

CESO Communications has school communication professionals from across the country with a combined experience of more than 150 years. We understand the issues faced by schools and districts, and we have experience in solving any issue. We combine our school expertise with a creative team of designers, marketers and strategists who bring agency and consumer experience into the mix to help us address issues facing schools and school districts. And finally, we bring our technology expertise to help our clients probe more deeply and focus their strategies to maximize effectiveness.

02 | Scope of Work and Itemization of Costs •

CESO Communications is proposing to partner with Duluth Public Schools (DPS) to review its current staffing structure and job descriptions for its communications department. The goal would be to complete the scope by no later than December 10. Our scope of work will include the following:

- Collect and review current materials related to communications position
- Interview the superintendent and up to three other district leaders
- Create communications department staff structure options
- Create job descriptions for positions included in staff structure options

The details of each scope of work item are included below.



Review Current Materials

CESO Communications will ask the district to provide the following materials for our team to review:

- Current job description for existing communications position
- External work contracts related to communications
- Communications department current budget (expenditures)
- District salary ranges for similar positions (other director salary ranges)
- Strategic plan or similar document that may outline communications goals
- Any other materials to help describe the district's current communications structure

Interviews

CESO Communications will interview Superintendent Magas and up to three other district leaders to better understand the district's overall vision for the communications program. These interviews will be conducted by phone or through a Zoom meeting. The information from these interviews will help to align the proposed communications staffing structure with the future goals and initiatives.

Staffing Structure Options

CESO Communications will create three to five staffing structure options for the district to consider. Along with descriptions of each structure, we will also provide recommended salary ranges for the positions included in each option.

Job Descriptions

CESO Communications will create a job description for any position or positions recommended in the staffing structure options.

Project Deliverables

As part of the scope of work outlined above, CESO Communications will provide the following deliverables as part of this project:

- Three to five staffing structure options with salary ranges for recommended positions
- Job descriptions for positions recommended in the staff structure options

TOTAL - \$3,000



03 | Payment Terms and Timelines •

Payment will be invoiced in two parts:

- 50% invoiced upon signing of the contract
- 50% invoiced on December 15, 2021

04 | Authorization to Proceed •

Please sign and return a copy of this contract to CESO Communications as authorization to proceed. Once we receive this signed contract we will return a final contract to you for your records and begin with the implementation stages of this agreement.

I have carefully reviewed the above contract and authorize CESO Communications to proceed.

John Magas, Superintendent
Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Bob Noyed, Vice President
CESO Communications
615 1st Avenue NE - Suite 115
Minneapolis, MN 55413

John Magas 12/10/21
Authorized Signature Date

Robert B Noyed 12-13-21
Authorized Signature Date

John Magas
Authorized Printed

Robert Noyed
Authorized Printed

FOR INVOICES

Please include the name, title and email address of the person who should receive invoices for this contract

Accounts Payable
Name and title (printed)

ap.vendor@isd709.org
Email address

01-E-005-010-000-305-000

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of November, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, 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 November 11, 2021 and shall remain in effect until June 3, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet 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) Monday, Tuesday, Wednesday, or Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 301 W. St. Marie Street, Duluth, MN 55803.

The approximate date the service will begin is November 11, 2021 and shall not extend beyond June 3, 2022; the contract not to exceed a total of 78 Days (attending 3 days per week. The District will pay 3 days per week @ \$50.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. on the 15th 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 \$50.00 per day and \$3,900.00 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, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to 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 Hope for Kids Childcare Center, 301 W. St. Marie Street, Duluth, MN 55803

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:

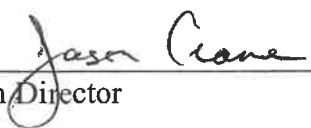
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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
		11/23/21
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

	12/10/21
CFO / Superintendent of Schools / Board Chair	Date



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE

QUOTE # 1115877-4
 DATE: DECEMBER 17, 2021

TO:
 Sally Weidt
 Duluth Independent School District
 215 N 1ST AVE E
 DULUTH, MN 55802

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Stephanie Kortan		January 3, 2022 – April 15, 2022	January 17, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 8,150 students, including: Grades K-5: 3,550 students Subjects: Math, ELA, Science, and Social studies	\$22,365.00	\$22,365.00
1	Grades 6-12: 4,600 students Subjects: Math and ELA	\$21,045.00	\$21,045.00
1	Manager discount	-\$43,410.00	-\$43,410.00
1	Professional Development: Pilot Success package	\$1,250.00	\$1,250.00
1	IXL Foundations I for High School: Essential Tools for Daily Instruction (90-minute virtual professional learning session)	\$495.00	\$495.00
1	Professional Development: IXL For Early Elementary <i>Unlimited instructor accounts included</i>	\$495.00	\$495.00
SUBTOTAL			\$2,240.00
SALES TAX			—
SHIPPING & HANDLING			—
TOTAL DUE			\$2,240.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1115877-4. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #86771

December 17, 2021

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Sally Weidt
Duluth Independent School District
215 N 1ST AVE E
DULUTH, MN 55802

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Stephanie Kortan	1115877-4	Jan 3, 2022 - Apr 15, 2022

PAYMENT PLAN

Amount	Invoice date
\$2,240	January 17, 2022
TOTAL	\$2,240

Price valid until January 17, 2022

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

Arthur Elson

DATE

12/22/21

01-E-05-211-155-366-000



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

**No Cost Contracts Signed
December 2021**

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

Name	Contract Source	Description
Asbury United Methodist Church	Superintendent	Partnership for COVID testing and vaccinations

LICENSE

THIS LICENSE, by and between Duluth Public Schools, a body corporate and politic under the laws of the State of Minnesota, through its local Public Health and Human Services Agency, 4316 Rice Lake Road, Duluth, Minnesota 55811 (hereinafter referred to as "Duluth Public Schools"), and Asbury United Methodist Church, 6822 Grand Ave, Duluth, MN 55807 (hereinafter referred to as "Licensor").

WITNESSETH

WHEREAS, the Duluth Public Schools is providing consultation and working proactively to prevent outbreaks of the infectious disease known as COVID-19 in the community. This work includes: identifying testing and vaccination needs and assisting in coordinating testing and vaccination operations, planning for community engagement to assure resources are available in high-risk communities and assure appropriate support for COVID positive individuals; and

WHEREAS, Duluth Public Schools, through its Public Health and Human Services Department (PHHS) has identified a need for locations at which to administer COVID-19 testing and vaccine; and

WHEREAS, the Licensor owns, Asbury United Methodist Church, ("Property"), 6822 Grand Ave, Duluth, MN 55807, for Duluth Public Schools use; and

WHEREAS, the Duluth Public Schools wishes to utilize said Property.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the Duluth Public Schools and Licensor agree as follows:

I. TERM OF THE LICENSE

This LICENSE shall commence on January 1, 2022 and terminate on December 31, 2022.

A. At least fourteen (14) days prior to contract termination, this License may be extended upon written agreement of the Duluth Public Schools and Licensor at intervals of one month.

II. PREMISES

Licensor grants and the Duluth Public School accepts the exclusive use of Asbury United Methodist Church 6822 Grand Ave, Duluth, MN 55807.

A. In the agreed upon, and designated, indoor areas.

B. In the agreed upon, and designated, parking lot space(s) for mobile trailer unit.

III. USE

Duluth Public Schools shall use the Premises for the administration of COVID-19 vaccine and COVID-19 testing and for no other purpose.

IV. LICENSE FEE AND PAYMENT

- A. Licensor agrees to make the Premises available to Duluth Public Schools without fee.

V. DATA PRIVACY AND LIABILITY

- A. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Duluth Public School or the Licensor's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
- B. **Data Practices:** All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the Licensor's performance of this License is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, in particular 13.36 Welfare Data, the Minnesota Medical Records Act, Minn. Stat. 144.291-144.298, or any other applicable state statutes and any state rules adopted to implement the Act, as well as state statutes and federal regulations affecting the collection, storage, use and dissemination of private or confidential information. The Licensor agrees to abide by these statutes, rules and regulations and as they may be amended. The owners/director is the designated authority responsible for compliance with said Act.
- C. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information.

VI. TERMINATION

This Agreement may be terminated under the following circumstances:

1. By mutual written Agreement of the parties;
2. By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination;
3. Duluth Public School may immediately terminate this Agreement if it does not obtain funding; or if the funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

VII. DUTIES

A. LICENSOR SHALL

1. **Maintenance** Licensor shall maintain the Property in working condition, make necessary repairs, maintain plumbing, lighting, wiring and electrical service, heating and cooling devices and ductwork; maintain all fire extinguishers, fire alarms and fire detection systems for the Premises and Building as required by applicable codes/ordinances and/or the state fire marshal; maintain the landscaping, grounds, walkways, and parking lots; provide solid waste/trash disposal; keep parking lots and public sidewalks free from snow and ice.

2. Utilities Licensor shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

B. DULUTH PUBLIC SCHOOLS SHALL

1. Provide Essentia Health Nursing staff to coordinate and administer the vaccination or testing events.
2. Register as a COVID-19 vaccine provider.
3. Provide Personal Protective Equipment (PPE) and complete sanitation as recommended by the CDC for vaccinating and testing during the Covid-19 pandemic.
4. Provide site management at each vaccination event by a licensed PHN; PHN will be responsible for site management and any necessary emergency medical response. Testing sites may be managed by an authorized Duluth Public Schools staff.

VIII. INSURANCE

- A. Property Damage It shall be the duty of Licensor and Duluth Public Schools to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this License, Licensor and Duluth Public Schools hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been, or anyone for whom such party may be responsible.
- B. Liability Licensor and Duluth Public Schools agree that each party 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 any others and the results thereof. Duluth Public Schools liability shall be governed by the provisions of the Minn. Stat. §466.04 and other applicable law.

IX. NOTICES/COMMUNICATIONS

- A. All notices and demands pursuant to this Agreement will be directed in writing to:

LICENSOR
Pastor Katherine Cornell
Lead Pastor
6822 Grand Ave
Duluth, MN 55807
(218) 624-0061
kcornell@wnccumc.net

DULUTH PUBLIC SCHOOLS
Cathy Erickson
Director of Business Services
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8704
catherine.erickson@isd709.org

- B. All communication regarding the provision of services pursuant to this Agreement will be directed to:

LICENSOR
Pastor Katherine Cornell
Lead Pastor
6822 Grand Ave
Duluth, MN 55807
(218) 624-0061
kcornell@wnccumc.net

DULUTH PUBLIC SCHOOLS
Cathy Erickson
Director of Business Services
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8704
catherine.erickson@isd709.org

XIII. OTHER CONDITIONS

- A. Compliance with Laws/Standards Licensor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which Licensor is responsible.
- B. Licenses Licensor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Agreement. Licensor shall inform the Duluth Public Schools, through its Department, of any changes in the above within five (5) days of occurrence.
- C. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in St. Louis County, Minnesota.

XIV. FINAL AGREEMENT

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and will supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained. Any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, Duluth Public Schools and Licensor agree to be bound by the provisions of this LICENSE, said LICENSE being effective from January 1, 2022 through December 31, 2022.

LICENSOR

Nancy Wagner
Nancy Wagner
Facilitator

Date: 12-14-2021

Thomas Houle
Thomas Houle
Co-Chair, Trustees

Date: 12-14-21

Dale Thorpe
Dale Thorpe
Co-Chair, Trustees

Date: 12-14-21

Katherine V. Cornell
Katherine Cornell
Pastor
Date: 12/14/21

DULUTH PUBLIC SCHOOLS

Cathy Erickson
Cathy Erickson
Director of Business Services

Date: 12/13/21

Approved as to form and execution:

John Magas
John Magas
Superintendent

Date: 12/13/21

**Revenue Contracts Signed
December 2021**

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

Name	Amount or Estimated Amount*	Contract Source	Description
SOAR Career Solutions (SOAR)	\$11,138.00	Duluth Adult Education	Train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Automotive technicians
SOAR Career Solutions (SOAR)	\$7,000.00	Duluth Adult Education	Train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment in highway heavy construction
State of Minnesota Pollution Control Agency (MPCA)	\$4,800.00	Facilities	5-year air monitoring site lease for equipment on the roof of Laura MacArthur



MEMORANDUM OF UNDERSTANDING

WHEREAS, SOAR Career Solutions (SOAR), Duluth Adult Education (DAE) and Lake Superior College (LSC) have come together to implement the Automotive Light Maintenance Technician job training which is funded by the 2021 City of Duluth Community Development Block grant award.

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

I) Description of Partner Agencies

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

DAE offers educational opportunities for adults to prepare for their GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

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

II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with DAE and LSC to train and support low-to-moderate-income residents to gain the skills necessary to obtain entry-level employment in the automotive technician field.

Goal: Economic Development

Objective 1: Assist participants to access living wage jobs through local businesses.



Objective 2: Help low-income people gain work skills, jobs and employment history that results in increased income and overall stability.

Success Measures:

- 13 Enroll into Bridge Instruction
- 10 Enroll into automotive light maintenance technician class
- 8 obtain credential/certification from LSC
- 7 enter into sustainable employment at or above \$15/hour
- 5 retain employment for 12 months

III) Roles and Responsibilities

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

SOAR will:

1. Serve as the fiscal host and grant administrator;
2. Engage with the Duluth Workforce Board to ensure open communication about the automotive light maintenance technician training, align with local workforce strategic plan (in accordance with Workforce Innovation and Opportunities Act guidelines), obtain current information on employment opportunities and labor market needs, identify local industry career pathways and other workforce development information;
3. Facilitate regular meetings with DAE and LSC for the purpose of coordination and collaborative oversight of the project;
4. Facilitate regular meetings with DAE and LSC for the purpose of gauging the project and identify issues and solutions;
5. Recruit and enroll a minimum of 10 participants into the automotive light maintenance technician training;
6. Provide 1:1 case management and participant support to enrollees; and
7. Report on project outcomes.

DAE will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and LSC to provide educational and social support to participants;
3. Develop automotive light maintenance technician bridge curriculum;



4. Assess participants' reading and math skill level to identify the level of educational support needed for each participant;
5. Assess participants' technology skill level to identify level of support needed to be successful with automotive light maintenance technician coursework;
6. Provide 35 hours of bridge instruction to participants;
7. Provide 62 hours of integrated instruction to participants; and
8. Participate in automotive light maintenance technician graduation ceremony.

LSC will:

1. Regularly participate in automotive light maintenance technician planning and oversight meetings;
2. Coordinate with SOAR and DAE to provide educational and social support to participants;
3. Develop customized curriculum for automotive light maintenance technician training;
4. Provide 132 hours of instruction for automotive light maintenance technician job training. Topics include safety, tools and welding, vehicle engineering, tires and wheels, brakes, suspension, and electrical; and
5. Provide an industry recognized certification for Automotive Light Maintenance Technician.
6. Provide graduates of Automotive Light Maintenance Technician training with opportunity to apply training hours towards credit for prior learning if continuing their education at LSC for Automotive Mechanics.

Financial involvement/commitment:

Payment to partner agencies is contingent upon receipt of City of Duluth Community Development Block Grant funding. Payments will be made at the conclusion of the automotive technician training. Payment will not be made without proper documentation.

Please send invoices via email or USPS by June 15, 2022 to
Ann Miller, Finance Director, amiller@soarcareers.org
or
SOAR Career Solutions
Attn: Ann Miller



205 W. 2nd Street, Suite 101
Duluth, MN 55802

Maximum payment made to each agency:

Duluth Adult Education: \$11,138
Lake Superior College: \$31,264

IV) Timeline

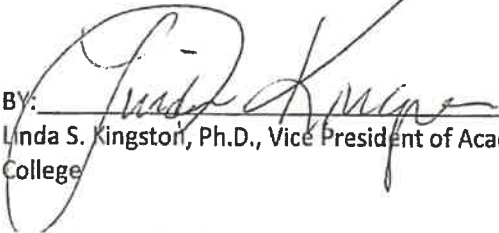
Responsibilities under this Memorandum of Understanding will coincide with the automotive technician training, January 18, 2022 – June 1, 2022.

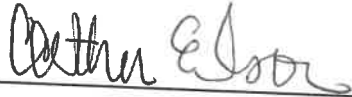
V) Signatures

SOAR, DAE and LSC agree to collaborate and provide services as detailed above in Section III to fulfill the automotive light maintenance technician job training.

BY:  DATE: 11.16.21
Emily Edison, Executive Director, SOAR Career Solutions

BY:  DATE: 11/29/21
Angie Frank, Adult Education Manager, Duluth Adult Education

BY:  DATE: 11-23-21
Linda S. Kingston, Ph.D., Vice President of Academic and Student Affairs, Lake Superior College

 ^{12/10/21}
Catherine Erickson, CFO



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Building Strong Communities (BSC), Duluth Adult Education (DAE), Duluth Workforce Development - CareerForce (DWD), International Association of Bridge, Structural Ornamental and Reinforcing Local Union 512 (Local Union 512), and International Union of Operating Engineers Local 49 (Local 49)** have come together to implement the Highway Heavy Construction training, funded by OJT Support Services, Minnesota Department of Transportation federal grant.

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

1) Description of Partner Agencies

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

BSC is an apprenticeship preparatory program that prepares adults and high school graduates for careers in the construction industry. This program offers graduates the opportunity to gain real experience and exposure with Union trades and contractors.

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

Duluth Workforce Development – CareerForce – has over 50 years of experience serving the Duluth community with quality employment and training services. CareerForce is a key part of Minnesota’s career development and talent matching resource offering a variety of programs and services to career seekers and employers.

Local Union 512 covers all of Minnesota, North Dakota and 21 counties in western Wisconsin and represents ironworkers who work on bridges, structural steel, ornamental, architectural and miscellaneous metals, rebar and in shops.



- Communicate/coordinate with SOAR about participant progress, needs and successes; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

DAE will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Proctor pre-post CASAS math and reading assessments;
- Provide 25 hours of contextualized instruction to increase participant's skills in construction-related math and reading;
- Communicate with SOAR staff about participant progress; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

DWD will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Recruit employers to assist in the design and delivery of training;
- Assist with community outreach and engagement to recruit program participants, with a focus on BIPOC community members;
- Assist in building connections to apprenticeship for participants; and
- Co-enroll training participants in WIOA Adult and access additional support services and On-the-Job training.

Local Union 512 will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Provide 4-week hands-on Highway Heavy Construction training;
- Engage and invite employers to do mock interviews, meet participants and provide information on working in the field;
- Communicate/coordinate with SOAR about participant progress, needs and successes; and
- Submit reports and invoices to SOAR in accordance with MnDOT deadlines.

Local 49 will:

- Participate in Highway Heavy Construction training planning and implementation meetings;
- Provide 4-week hands-on Highway Heavy Construction training;
- Engage and invite employers to do mock interviews, meet participants and provide information on working in the field;

V) Signatures

SOAR, BSC, DAE, DWD, Local Union 512, and International Union of Operating Engineers and Local 49 agree to collaborate and provide services as detailed above in Section III to participants of the Highway Heavy Training project.

BY:  DATE: 12.10.21
Emily Edison, Executive Director, SOAR Career Solutions

BY:  DATE: 12/13/21
Thomas Scott, Program Manager, Building Strong Communities

BY:  DATE: 12/20/21
Angie Frank, Adult Education Coordinator, Duluth Adult Education

BY: _____ DATE: _____
Elena Foshay, Director, Duluth Workforce Development

BY:  DATE: 12/13/2021
Eric Gulland, Director, Operating Engineers Local 49 Training Center

BY:  DATE: 12/13/2021
Pete Teigland, Director, Ironworkers Local Union 512

Cathryn Olson 12/24/21

STATE OF MINNESOTA
MONITORING EQUIPMENT SITE LEASE

This Lease Agreement is between Duluth ISD 709 (LESSOR) and the State of Minnesota, Department of Administration, (LESSEE) acting for the benefit of the Pollution Control Agency.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **Leased Premises.** LESSOR grants and LESSEE accepts the use of the following Leased Premises as an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota.
 - 1.1. A 12' x 16' area located on the roof of the Laura MacArthur Elementary School
 - 1.2. Site Address: 720 North Central Avenue, Duluth, MN 55807
2. **Term.** This Lease Agreement is for a term of Five (5) Years, commencing on January 1, 2022 and continuing through December 31, 2026.
3. **Rent.** LESSEE shall pay to LESSOR one hundred sixty-five and 00/100 dollars (\$165.00) for each quarter, payable within 30 days of the end of each quarter.
4. **Duties of LESSOR.**
 - 4.1 LESSOR shall provide LESSEE with access to the Leased Premises.
 - 4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.
5. **Duties of LESSEE.**
 - 5.1 LESSEE shall pay to LESSOR a monthly fee of twenty-five and 00/100 dollars (\$25.00) for electrical usage to operate the monitoring equipment which is included in the rental amount referred to in Clause 3.
 - 5.2 LESSEE shall pay for the cost of any necessary electrical equipment and its installation.
 - 5.3 LESSEE shall furnish all materials and services required for its use of the Leased Premises.
 - 5.4 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
 - 5.5 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.

5.6 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.

- 6. **Liability.** LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is intended to be construed as a waiver of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other law, legislative or judicial, limiting governmental liability.
- 7. **Termination.** Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.
- 8. **Compliance with Other Laws.** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

DocuSigned by:

 353DDB8A52D84F1...

CFO

December 10, 2021

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

DocuSigned by:

 AAC2AB7A9D2A400... Encumbrance Verification

December 8, 2021

Purchase Order No.: **3000029698**
SWIFT ID No.: **204856**

APPROVED:

STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

DocuSigned by:

 0A9315376959496... Division Director

December 10, 2021

LESSEE:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER Delegated to:

DocuSigned by:

 BE42C1D9763F431... Assistant Division Director

December 14, 2021

Cc: Department of Administration, Real Estate and Construction Services