

**HR / Business Services Committee (formerly known as HR / Finance Committee)**

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 8, 2022  
United Health Group (UHG)  
4316 Rice Lake Rd  
Suite 108  
Duluth, MN 55811  
4:30 PM

**1. Guest Presentations for this Meeting**

A. Dan Maddy, Fryberger Law Firm, will present on the Proposed Amendment to the Purchase Agreement with Saturday Heights, LLC, for the Central on the Hill property.

**2. Department Reports**

**A. Human Resources**

1) HR Monthly Department Summary Report 3

**B. Business Services**

- 1) Finance Department Report - Verbal
- 2) Enrollment Report 5
- 3) Child Nutrition Department Report 7
- 4) Facilities Department Report 8
- 5) Technology Department Report 11
- 6) Transportation Department Report 12

**3. Consent Agenda**

A. HR Staffing Report 13

- 1) PLACEHOLDER - Approval of Maintenance job description
- 2) PLACEHOLDER - Approval of the revised 2022-2023 District Calendar 15

**B. Finances**

- 1) Financial Report 16
- 2) Budget Revisions 17
- 3) Fundraisers 18

**C. Bids, RFPs, and Quotes - None**

- 1) PLACEHOLDER - Bid, RFP or Quote

**D. Contracts, Change Orders and Leases**

- 1) State of Minnesota Joint Powers Agreement, 5 year understanding to receive Project AWARE federal funding for mental health services in the amount of \$1,860,000.00. 19
- 2) PLACEHOLDER - Contracts, Change Orders and Leases

**E. Resolutions**

- 1) HR-2-22-3870 - Approval of Collective Bargaining Agreement between Independent School District No. 709 Duluth, Minnesota and Non-Certified Business Division Administrators' Association. 29
- 2) B-2-21-XXXX - Acceptance of Donations to Duluth Public Schools 44

3) B-2-22-XXXX - PLACEHOLDER - Amendment #1 to the Central on the Hill  
Property Purchase Agreement

4) B-2-22-XXXX - PLACEHOLDER

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

A. District Properties Update	45
B. Expenditure Contracts	46
C. No Cost Contracts	67
D. Revenue Contracts - None	
E. Grant Applications	82
F. Change Orders Signed - None	
G. Referrals to Policy Committee - None	

**Human Resources Report Summary  
January 2022 Activities**

**1) Staffing Updates:**

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

	<b>Certified</b>	<b>Non-Certified</b>
<b># New Hires</b>	<b>9</b>	<b>14</b>
<b># Retirements</b>	<b>3</b>	<b>2</b>
<b># Resignations</b>	<b>2</b>	<b>10</b>
<b># Leave of Absences</b>	<b>4</b>	<b>5</b>

**2) HR Department Updates:**

**HR Director Updates:**

The Headstart Vaccination mandate went into effect on January 31, 2022. We are working with affected staff on reassignment options.

**Benefits Department:**

First email notice went out on 1/25/22 to the Teacher's unit regarding the retirement notification deadline of April 1st. An in-person Retirement Information Session is scheduled for February 9th at UHG. There has been an incredible response for attending the session and requesting HCSP estimates. Started pulling first reports for the Affordable Care Act 1095 C forms. Attending an Onboarding Information Presentation for certified staff on February 7th and 14th.

**Contract Negotiations:**

NCBAA Contract for 2020-2021 is settled and will be going to the Board in February. Food Service Contract for 2021-2023 is settled and will be going to the board for approval in February or March. ISPEC negotiations are starting February 9. Negotiation dates are being determined for Duluth Principals' Association and Education Directors contracts.

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

**3) Additional Updates:**

Interviews for HR Clerical took place on February 4. The clerical will be housed at the HR Front Desk and will be the first point of contact for all new hires..

HR Staff are working on a New Employee Handbook as well as a Principal/Manager HR Guide Book.

Our department is actively working on a recruitment campaign for paraprofessionals and discussing ways to reduce the financial barrier for ParaPro testing.

Current openings as of Friday, February 4, 2022:

Licensed - Elementary Teachers (2)

Licensed - Secondary Teachers (1)

Licensed - Special Education Teachers (5)

Licensed - Teachers (3)

Non Licensed - Clerical (2)

Non Licensed - Hourly (10)

Non Licensed - Maintenance/Transportation (2)

Non Licensed - Paraprofessionals (27)

Licensed - Substitute (1)

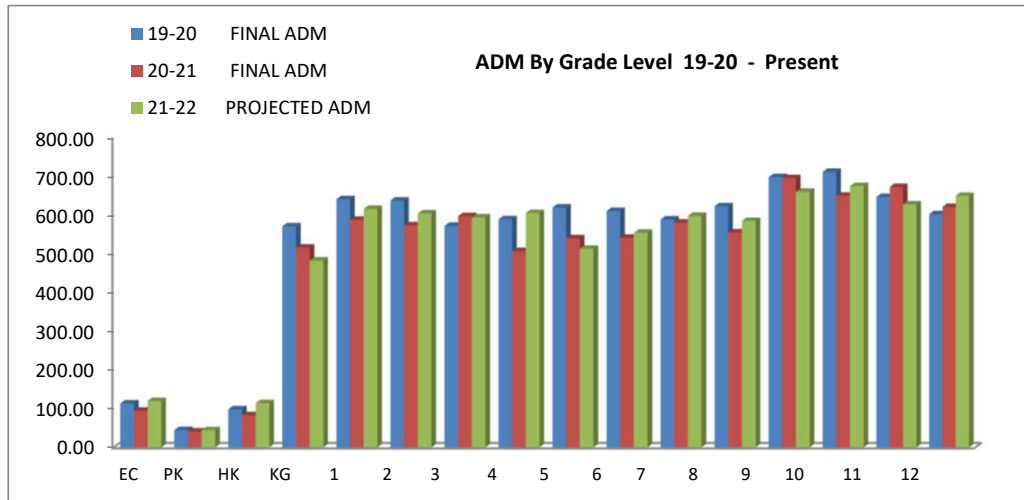
Non Licensed - Substitute (1)

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	450	316	280	120.79	100.00	3.73	0.38
PK	76	59	67	44.71	52.00	1.70	0.76
HK	129	111	113	115.01	90.00	1.16	1.00
KG	548	472	485	483.41	505.00	1.13	1.02
1	788	654	622	616.39	610.00	1.28	0.94
2	825	656	610	604.50	610.00	1.37	0.92
3	725	636	600	594.59	612.00	1.22	0.93
4	769	683	618	605.67	615.00	1.26	0.89
5	664	582	524.1	513.65	542.00	1.29	0.89
6	722	625	566	554.71	570.00	1.29	0.89
7	768	661	610.1	598.31	587.00	1.27	0.91
8	789	671	596.8	585.27	597.00	1.34	0.88
9	1146	767	687.1	660.26	665.00	1.74	0.86
10	1385	816	702.3	674.87	692.00	2.05	0.83
11	1480	786	653.3	627.78	665.00	2.36	0.80
12	1851	986	676.1	649.69	668.00	2.85	0.66
PS	412	323					
<b>Total:</b>	13115	9481	8410.8	8049.59	8180.00	1.63	0.85

+proj-budg> -130.41

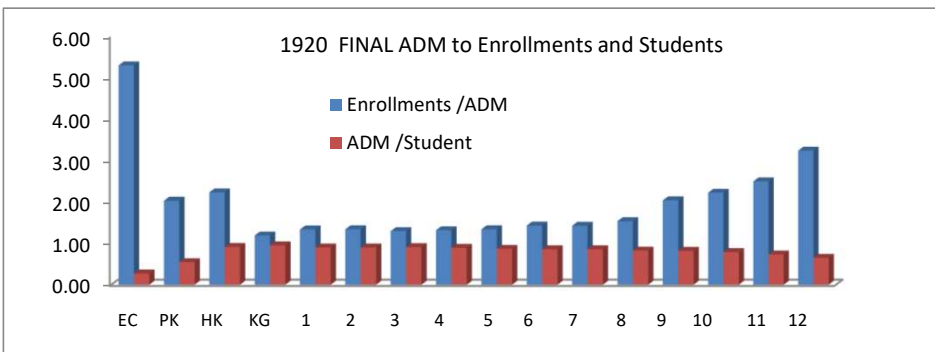
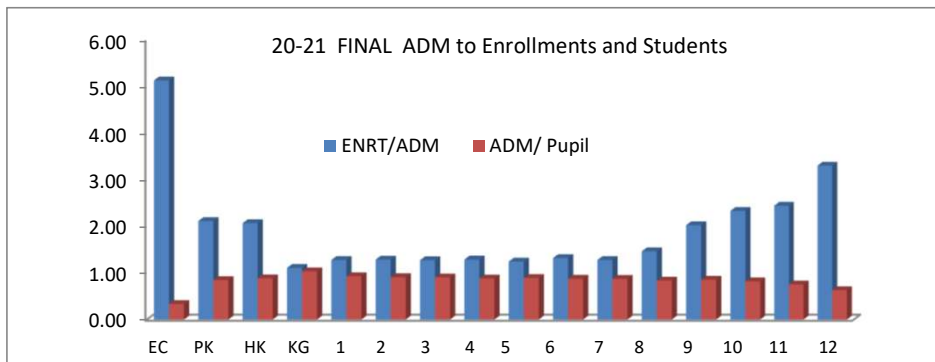
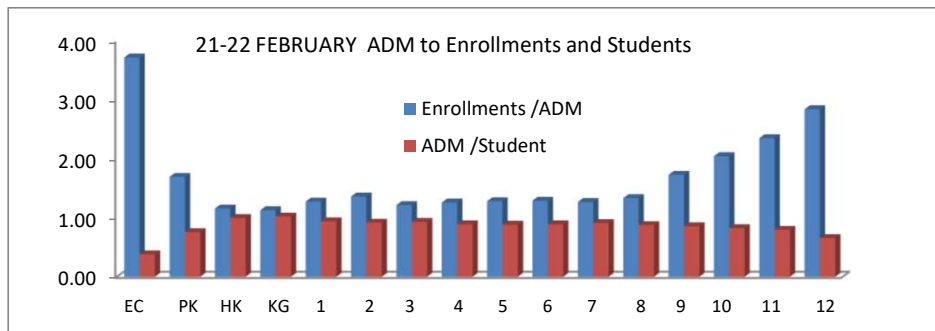
GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.45	120.79	
PK	45.12	41.58	44.71	
HK	98.98	83.52	115.01	
KG	571.48	516.69	483.41	
1	641.06	588.40	616.39	
2	637.68	574.16	604.50	
3	572.54	597.62	594.59	
4	589.52	507.84	605.67	
5	619.65	540.73	513.65	
6	610.70	542.05	554.71	
7	589.04	581.07	598.31	
8	622.87	555.74	585.27	
9	697.70	695.44	660.26	
10	711.16	650.09	674.87	
11	646.82	672.61	627.78	
12	602.23	621.11	649.69	
<b>Total:</b>	8371.01	7864.10	8049.59	



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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	450	316	280	120.79	100.00	3.73	0.38
PK	76	59	67	44.71	52.00	1.70	0.76
HK	129	111	113	115.01	90.00	1.16	1.00
KG	548	472	485	483.41	505.00	1.13	1.02
1	788	654	622	616.39	610.00	1.28	0.94
2	825	656	610	604.50	610.00	1.37	0.92
3	725	636	600	594.59	612.00	1.22	0.93
4	769	683	618	605.67	615.00	1.26	0.89
5	664	582	524.1	513.65	542.00	1.29	0.89
6	722	625	566	554.71	570.00	1.29	0.89
7	768	661	610.1	598.31	587.00	1.27	0.91
8	789	671	596.8	585.27	597.00	1.34	0.88
9	1146	767	687.1	660.26	665.00	1.74	0.86
10	1385	816	702.3	674.87	692.00	2.05	0.83
11	1480	786	653.3	627.78	665.00	2.36	0.80
12	1851	986	676.1	649.69	668.00	2.85	0.66
PS	412	323					
<b>Total:</b>	<b>13115</b>	<b>9481</b>	<b>8410.8</b>	<b>8049.59</b>	<b>8180.00</b>	<b>1.63</b>	<b>0.85</b>

+proj-budg> -130.41



# Child Nutrition Report

## January 2022

### Human Resources Activity:

- New Employees Hired: 1
- Employee Resignations: 2

### Jobs Open:

Denfeld	3 helpers
East	5 helpers
Lincoln Park	2 helpers
Lester Park	1 helper
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 January 2022

Week of:	Breakfast 1/4/2022	Lunch 1/4/2022	Breakfast 1/10/2022	Lunch 1/10/2022	Breakfast 1/17/2022	Lunch 1/17/2022	Breakfast 1/24/2022	Lunch 1/24/2022	Breakfast 1/31/2022	Lunch 31-Jan	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	165	1290	231	1552	128	960	241	1622	46	336	811	5760	45	320
<b>Denfeld</b>	539	1809	756	2125	419	1351	795	2319	157	512	2666	8116	148	451
<b>East High</b>	737	1886	961	2236	592	1451	1040	2408	196	490	3526	8471	196	471
<b>Homecroft</b>	394	1131	546	1385	336	813	516	1407	99	290	1891	5026	105	279
<b>Lakewood</b>	194	551	234	726	146	438	310	769	43	148	927	2632	52	146
<b>Lester Park</b>	716	1406	913	1635	556	1008	962	1702	195	354	3342	6105	186	339
<b>Lincoln park</b>	431	1457	574	1833	327	1066	614	1822	112	415	2058	6593	114	366
<b>Lowell</b>	957	1604	1189	1934	739	1209	1223	1994	183	384	4291	7125	238	396
<b>Laura Macart</b>	530	692	757	961	461	569	613	650	149	199	2510	3071	139	171
<b>Myers-Wilkin</b>	695	953	924	1298	512	722	822	1136	176	247	3129	4356	174	242
<b>Ordean/East</b>	310	2075	412	2570	248	1626	452	2756	78	589	1500	9616	83	534
<b>Piedmont</b>	1052	1146	1270	1356	767	779	1288	1363	263	292	4640	4936	258	274
<b>Rockridge</b>	43	51	50	64	28	39	69	82	13	20	203	256	11	14
<b>Stowe</b>	603	757	705	937	448	557	652	892	149	191	2557	3334	142	185
<b>Unity</b>	40	84	60	95	30	30	0	0	10	10	140	219	12	18
Jan-22	4 days	4 days	5 days	5 days	3days	3days	5 days	5 days	1 day	1 day				
	7406	16892	9582	20707	5737	12618	9597	20922	1869	4477	34191	75616	1903	4207
<b>Denfeld Supp</b>	Mon-thurs	441		565		420		626				2052	TOTAL	
Daily average		147		141		140		157		0				

### Food Supply Chain issues

Supply chain issues continue to happen weekly. The price for fresh produce is higher than most years at this time. Half pint cartons are the forecasted issue for February, which may limit choices of milk. There will be milk, but possibly not 4 different kinds.

# Facilities Management & Capital Project Status Report

## January 2021

### Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 138 work orders and are currently working on 183 open work orders.
- **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. Final proposal is being drafted.

### Construction tasks and Master Plan “On The Hill”.

- 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

- The District Emergency Response Team met. Emergency plan for UHG nearly complete
- The final taps have tested below our limit for lead in water. The 5 year lead in water testing has been completed.

### Workers’ Compensation Activities

#### January 2022

- First report of incidents:----- 12
- OSHA recordable incidents:----- 4
- Days away from work:----- 32
- Days of restricted work:----- 0
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

#### 2022 YTD Incidents (January 1, 2022 - December 31, 2022)

- First report of incidents:----- 12
- OSHA recordable incidents:----- 4
- Days away from work:----- 32
- Days of restricted work:----- 0
- 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](mailto:gregfollmer@gmail.com)

January 31, 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 1<sup>st</sup> 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 1<sup>st</sup> Ave E "Historic Old Central High School"**

- Under Contract



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

### **Website Advertising**

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

Respectfully,

Greg Follmer  
Broker

# Technology Department - December/January Report

- **Cybersecurity**

- Google Security
  - Gmail
    - 1.1M Emails Accepted
    - 52K emails rejected
      - 47K were identified as Spam
      - 5.8K were identified as Phishing
      - 6.7K were identified as Spoofing
      - 0 emails were identified as Malware
  - Account Information
    - We have 10,546 active accounts
    - 23.09 TB of storage
    - 278 Suspicious login attempts
  - 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 - \$1.1 Million

- **Technology Help Desk Tickets (12/25 - 1/23)**

- 299 New Technology Support Tickets Created
- 431 Tickets were resolved
- 371 Tickets remain unresolved

- **Projects**

- CDW-G Services to support our Blended Learning 1 to 1 Initiative
  - ON HOLD - Wireless Validation Survey to support our Blended Learning 1 to 1 Initiative
- CDW-G Services to help with our Cybersecurity/Security
- Citon Computer Corporation
  - We are using the 3303 Computer Lab at Ordean (Thank you Gina) to image 600+ Dell desktop systems.

- **Program Move Updates**

- HOCHS
  - We removed all our network infrastructure and service from HOCHS last week
  -
- Garfield - Facilities/Storeroom
  - This week we will be working at Garfield to get this new remote site up and running on our network.
- Tech Village
  - This week we will be working at the Tech Village to get this new/old remote site up and running on our network as well

## **Transportation Report January 2022 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.

- 63 field trips happened in January 2022
- 69 field trips scheduled so far for February 2022

There continues to be a shortage of bus drivers and the department has been very active in its hiring. However, some drivers do not successfully complete training.

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 jump starts have been needed this month due to very cold weather.

The average fleet age is 6.4 years. Current average mileage is 73,124 (goal is 50,000 – 60,000).

**HUMAN RESOURCES ACTION ITEMS FOR: 2/15/2022****CERT APPOINTMENT**

ARDREN, RACHAEL J  
 CEDERSTROM, CHLOE G  
 GRAVES, JESSICA E  
 HOPPE, ASHLEY M  
 HOWES, NASHAY A  
 JORGENSEN, MARTHA K  
 OSBORNE, WIL J  
 WOLK, JENNIFER K  
 ZELLNER, TREVOR A  
 Total: 9

**POSITION**

TEMP ASSIGNABLE TEACHER/DW, (BA)III 3, NEW TEMP POS  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS  
 SPEC ED/ROCKRIDGE, (MA)IV 4, NEW POS  
 OJIBWE IMMERSION KINDERGARTEN/LOWELL, (BA)III 7, NEW TEMP POS  
 SPEC ED ASD/SMI/PIEDMONT, (BA)III 1, NEW POS  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS  
 NON-PUBLIC GUID COUNSELOR/LAKEVIEW CHRISTIAN/ST JAMES/ST JOHNS, (MA)IV 3  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, TEMP POS

**EFFECTIVE DATES**

1/04/2022 6/10/2022  
 1/04/2022 6/10/2022  
 1/05/2022 6/10/2022  
 1/31/2022  
 1/06/2022 6/10/2022  
 1/18/2022  
 1/04/2022 6/10/2022  
 1/31/2022  
 1/04/2022 6/10/2022

**CERT LEAVE**

COSTLEY, MORGAN M  
 JENSEN, NICOLE A  
 SUNDELL, VICTORIA L  
 WELHOUSE, CASSIDY R  
 Total: 4

**POSITION**

GUIDANCE COUNSELOR/EAST  
 SOCIAL STUDIES/LINCOLN PARK  
 MENTAL HEALTH COORDINATOR/PRESCHOOL HEADSTART  
 SPEC ED RESOURCE/LAURA MACARTHUR

**EFFECTIVE DATES**

1/05/2022 3/25/2022  
 2/28/2022 4/06/2022  
 2/25/2022 2/25/2025  
 12/06/2021 12/21/2021

**CERT LONG TERM SUB**

BERINI, SANDRA K  
 ENGLUND, MAGGIE J  
 KERKHOFF, LOGAN J  
 RUDOLPH, MACOY R  
 Total: 4

**POSITION**

GUIDANCE COUNSELOR/EAST, (MA)IV+45 9, M COSTLEY, END DATE TBD  
 SPEC ED/MERRITT CREEK, (BA)III 2, D JOHNSON, END DATE TBD  
 .8 ART/LOWELL, .2 ART/MERRITT CREEK, (BA)III 1, E ISENBERG  
 SOCIAL STUDIES/LINCOLN PARK, (BA)III 1, N JENSEN, END DATE TBD

**EFFECTIVE DATES**

2/01/2022  
 1/18/2022  
 1/06/2022 6/10/2022  
 1/04/2022

**CERT RESIGNATION**

OLSON, KRISTI J  
 RUDOLPH LAVALIER, CAITLIN M  
 Total: 2

**POSITION**

ELEM MUSIC SPECIALIST/LOWELL  
 GRADE 4/ LOWELL

**EFFECTIVE DATES**

12/21/2021  
 1/21/2022

**CERT RETIREMENT**

BROMAN, NANCY E  
 BUSSE, JULIE M  
 JOHNSON, DEBRA A  
 Total: 3

**POSITION**

ELEMENTARY INTERVENTIONIST/MYERS-WILKINS, REVISED DATE  
 SPEC ED DCD/DW  
 SPEC ED/MERRITT CREEK

**EFFECTIVE DATES**

2/18/2022  
 6/10/2022  
 1/21/2022

**CERT TEMP INCREASE**

LAWREY, DIANA L  
 Total: 1

**POSITION**

OJIBWE LANGUAGE COORD/DW, 1/6 OVERLOAD

**EFFECTIVE DATES**

8/31/2021 1/21/2022

**NON CERT APPOINTMENT**

EAST, MATTHEW A  
 HANTZ, DOROTHEA E  
 HARRIS, JES WA E  
 HERRALA, ADAM M  
 HOVDESTAD, WENDY J  
 MACDONALD, JULIE A  
 RUDOLPH LAVALIER, LOGAN D  
 SAGER, ANNE M  
 SCHUBITZKE, LILY A  
 SPECHT, NATHAN T  
 STEVENS, MARISA K  
 STEVERMER, NICKOLAS G  
 WATKINS, MEGAN M  
 WELLENS, ADELLE I  
 Total: 14

**POSITION**

MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS  
 OSSS/LAURA MACARTHUR, 40/45WKS, \$20.25/HR, E LAWREY  
 MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS  
 FIELD TECH/UHG/TECHNOLOGY, 40/52WKS, \$950/WK, NEW POS  
 SCHOOL BUS HELPER/TRANSPORTATION, 25/38WKS, \$14.28/HR, L TJADEN  
 SPEC ED BW PARA/DENFELD, 32.5/38WKS, \$16.40/HR, H BAKER  
 TECH TUTOR PARA/DENFELD, 23.5/38WKS, \$17.48/HR  
 SPEC ED BW PARA/LESTER PARK, 31.25/38WKS, \$16.40/HR, NEW POS  
 MENTAL HEALTH PRACTITIONER PARA/EAST, 40/38WKS, \$22.31/HR, NEW POS  
 SPEC ED BW PARA/ORDEAN EAST, 32.5/38WKS, \$16.40/HR, NEW POS  
 SPEC ED BW PARA/PIEDMONT, 31.25/38WKS, \$16.40/HR, C HINTSALA  
 NETWORK ENGINEER II/UHG/TECHNOLOGY, 40/52WKS, \$1,459/WK, NEW POS  
 INTEGRATION SPECIALIST/MYERS-WILKINS, 40/41WKS, \$46,362/YR  
 COMMUNICATIONS OFFICER/UHG, 40/52WKS, \$1,421/WK, K KAUFMANN

**EFFECTIVE DATES**

1/24/2022  
 1/24/2022  
 1/17/2022  
 1/18/2022  
 1/04/2022  
 1/18/2022  
 1/06/2022  
 1/18/2022  
 1/24/2022  
 1/04/2022 6/10/2022  
 1/04/2022 6/10/2022  
 1/18/2022  
 1/24/2022  
 1/24/2022

**NON CERT DEMOTION**

BJORSEN, LEO C  
 Total: 1

**POSITION**

PRE-SCHOOL PARA/HOMECROFT, PRE-SCHOOL PARA/DW, .975 TO .475, VOLUNTARY

**EFFECTIVE DATES**

1/04/2022 6/10/2022

**NON CERT LEAVE**

JUSZAK, TAWNYA L  
 PACK, THERESA V  
 ROCK, NICHOLE M  
 SIEMSEN, MARY B  
 WALKER, AMY B  
 Total: 5

**POSITION**

SUPV PARA/EAST  
 SPEC ED PARA/LINCOLN PARK - INTERMITTENT  
 SPEC ED PARA/HOMECROFT  
 SPEC ED PARA/PIEDMONT  
 FOOD SERVICE HELPER/LOWELL/DENFELD

**EFFECTIVE DATES**

1/04/2022 2/04/2022  
 1/17/2022 6/09/2022  
 1/04/2022 1/10/2022  
 3/03/2022 3/25/2022  
 4/12/2022 4/15/2022

**NON CERT PERM INCREASE**

LAWREY, ELYSE Y  
 NORDWALL, COLEEN M  
 Total: 2

**POSITION/LOCATION/LEAVE TYPE**

OSSS/FINANCE, 40/45WKS, TO 40/52WKS, P PAQUETTE  
 OSSS/TECHNOLOGY, 40/45WKS, TO 40/52WKS, M CARROLL

**EFFECTIVE DATES**

1/31/2022  
 1/04/2022

**NON CERT PROMOTION**

SEMENOVA, NATALIA A  
 WILSON, KATHLEEN M  
 Total: 2

**POSITION**

BUS HELPER/TRANSPORTATION, SCHOOL CUSTODIAN/CONGDON PARK, \$14.28/HR, J ARNOLD  
 OSSS/ALC, OSS/EAST, \$18.96/HR, C SEEMAN

**EFFECTIVE DATES**

1/04/2022  
 1/04/2022

**NON CERT RESIGNATION**

BUSHBAUM, DELANIE M  
 DOMINI, SARAH A  
 GURALSKI, KARI L  
 HYNES, CHERYL L  
 MCNELLY, TERESA L  
 MICHELIZZI, AMY L  
 MYERS, STORM J  
 PAISLEY, MELISSA D  
 PHELPS, JACQUELIN A  
 WAHLGREN, DENISE M  
 Total: 10

**POSITION**

SPEC ED PARA/CHESTER CREEK  
 HEALTH ASST LPN PARA/DENFELD  
 FOOD SERVICE HELPER/LESTER PARK  
 OSSS/LOWELL  
 SPEC ED PARA/HOMECROFT  
 SPEC ED PARA/DENFELD  
 ASL INTERPRETER/MYERS-WILKINS  
 FOOD SERVICE HELPER/CONGDON PARK  
 SPEC ED ECSE PARA/LESTER PARK  
 EXEC ASSISTANT/FEDERAL PROGRAMS/LAKEWOOD

**EFFECTIVE DATES**

2/04/2022  
 1/14/2022  
 1/10/2022  
 11/21/2021  
 1/09/2022  
 1/28/2022  
 12/22/2021  
 1/04/2022  
 1/10/2022  
 1/03/2022

**NON CERT RETIREMENT**

ROESLER, JAY T  
 WARNER, DAWN R  
 Total: 2

**POSITION**

DIRECTOR OF COMMUNITY ED/UHG  
 OSSI/ORDEAN EAST

**EFFECTIVE DATES**

4/01/2022  
 6/17/2022

**NON CERT TEMP INCREASE**

BECHTOLD, BRENDA S  
 FERN, JERE-LYN  
 MCKOWSKI, DEBRA A  
 PETERSON, NANCY J  
 SWARD, VICKI M  
 Total: 5

**POSITION**

FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875  
 FOOD SERVICE HELPER/CONGDON, .5625 TO .75  
 FOOD SERVICE HELPER/ORDEAN EAST, .9375 TO 1.0  
 FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875  
 FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875

**EFFECTIVE DATES**

12/12/2021    6/10/2022  
 1/10/2022    6/10/2022  
 12/12/2021    6/10/2022  
 12/12/2021    6/10/2022  
 12/12/2021    6/10/2022

# ISD 709 Calendar 2022-23 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2		1	2	3	4	5	6						Teacher Work Day 1		2	3							1
3	Indep. Day HOLIDAY 4	5	6	7	8	9	7	8	9	10	11	12	13	4	Labor Day HOLIDAY 5	Gr. 1-12 First Day 6	7	Grade K First Day 8	9	10	2	3	4	5	6	7	8		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	MEA WEEKEND 20	21	22		
24									Staff Develop. 30	Teacher WD/SD 31											23	24							
31	25	26	27	28	29	30	28	29						25	26	27	28	29	30	30	31	25	26	27	28	29			

NOVEMBER							DECEMBER							JANUARY							FEBRUARY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	HM 4	5						1	2	3	1	New Years HOLIDAY 2	3	4	5	6	7					1	2	3	4
6	Staff Develop. 7	8	9	10	11	12	4	5	6	7	8	9	10	8		9	10	11	12	13	14	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	M.L.K. Win. Rec. 16	17	18	19	EHM 20	21	12	13	14	15	16	17	18			
20	21	22	23	Thanksgiving HOLIDAY/Recess 24	25	26	18	19	20	21	22	Winter Recess 23	24	22	Semester Break 23	24	25	26	27	28	19	Pres. Day HOLIDAY 20	Confer. Makeup 21	Confer. Makeup 22	Winter Recess 23	Winter Recess 24	25			
27	28	29	30				25	Winter Recess 26	Winter Recess 27	Winter Recess 28	Winter Recess 29	Winter Recess 30	31	29	30	31					26	27	28							

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1		1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	Students Last Day EHM 8	Teacher Work Day 9	10
12	13	14	15	16	17	18	9	Confer. Makeup 10	Confer. Makeup 11	Spring Recess 12	Spring Recess 13	Spring Recess 14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	HM 31	23							28	Mem. Day HOLIDAY 29	30	31				25	26	27	28	29	30		

### KEY DATES

- First day for Grade 1-12 students - September 6, 2022
- First day for Kindergarten students - September 8, 2022
- Schools will schedule open houses and conferences

- No school for students:
- Last day for students - June 8, 2023

### GRADING TERMS

#### Elementary Schools:

- Term 1: September 6 to January 20
- Term 2: January 24 to June 8

#### High Schools and Middle Schools:

- Term 1: September 6 to November 4
- Term 2: November 8 to January 20
- Term 3: January 24 to March 31
- Term 4: April 3 to June 8

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

8-Feb-22

2/1/2022

REVENUES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R 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	July -June 2022	July -June 2022	July - June 2022	July - June 2022
General	1	\$ 101,087,520.51	\$	101,590,505.11	\$	43,105,968.25			\$	58,484,536.86
Food Service	2	\$ 3,945,850.00	\$	3,945,850.00	\$	2,263,455.58			\$	1,682,394.42
Transportation	3	\$ 6,504,716.31	\$	6,504,716.31	\$	1,740,962.14			\$	4,763,754.17
Community Ed	4	\$ 7,830,758.86	\$	8,194,302.61	\$	4,033,171.30			\$	4,161,131.31
Operating Captial	5	\$ 7,387,117.02	\$	7,387,117.02	\$	589,759.03	\$	-	\$	6,797,357.99
Building Construction	6		\$	31,497,610.17	\$	31,497,610.17			\$	-
Debt Service Fund	7	\$ 22,660,833.56	\$	22,660,833.56	\$	2,288,148.21			\$	20,372,685.35
Trust Fund	8	\$ 251,075.00	\$	251,075.00					\$	251,075.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	456,364.78			\$	360,635.22
Student Acitivity Co-Curric	71		\$	-	\$	-			\$	-
Student Acitivity	79		\$	96,931.99	\$	96,931.99			\$	-
	98	\$ -	\$	-	\$	-			\$	-
	99	\$ -	\$	-	\$	-			\$	-
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 150,484,871.26</b>	<b>\$</b>	<b>182,945,941.77</b>	<b>\$</b>	<b>86,072,371.45</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 96,873,570.32</b>

EXPENSES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June	July - June	July - June	July -June	July -June	July -June	July -June	July -June
General	1	\$ 100,806,716.16	\$	101,662,401.76	\$	48,649,884.08	\$	2,705,582.17	\$	50,306,935.51
Food Service	2	\$ 4,243,339.99	\$	4,243,339.99	\$	1,816,041.67	\$	859,724.64	\$	1,567,573.68
Transportation	3	\$ 6,110,465.19	\$	6,110,465.19	\$	3,250,569.21	\$	279,194.34	\$	2,580,701.64
Community Ed	4	\$ 8,233,997.45	\$	8,597,541.20	\$	3,526,783.13	\$	25,278.61	\$	5,045,479.46
Operating Captial	5	\$ 8,055,997.62	\$	8,055,997.62	\$	4,145,008.47	\$	479,996.76	\$	3,430,992.39
	6	\$ -	\$	2,080,798.61	\$	1,806,423.35	\$	274,375.26	\$	-
Debt Service Fund	7	\$ 23,166,651.00	\$	23,166,651.00	\$	22,859,450.31			\$	307,200.69
Trust Fund	8	\$ 250,000.00	\$	250,000.00					\$	250,000.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	384,773.37			\$	432,226.63
Student Acitivity Co-Curric	71		\$	-	\$	-			\$	-
Student Acitivity	79		\$	23,104.45	\$	23,104.45			\$	-
	98		\$	-	\$	-			\$	-
	99		\$	-	\$	-			\$	-
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 151,684,167.41</b>	<b>\$</b>	<b>155,007,299.82</b>	<b>\$</b>	<b>86,462,038.04</b>	<b>\$ -</b>	<b>\$ 4,624,151.78</b>	<b>\$ -</b>	<b>\$ 63,921,110.00</b>

Esser 11	Expenses	Fund 06	Expenses	Fund 01 Student Activity		
Fin 155	\$ 3,315,376.74	debt serv payment/prof serv course 000/000	\$ 933,153.92	Prog 291-298	Revenue	\$ 764,131.56
		admin owner pymnt course 800	\$ 110,332.69	Prog 291-298	Expenses	\$ 799,399.87
		admin design serv course 801	\$ 639,409.65			
		admin constru mngmt course 802	\$ 280,432.00			
		admin commissions course 803	\$ (19,240.66)			
		interior surf constr costs course 804	\$ 136,711.01			
			<b>\$ 2,080,798.61</b>			

Budget Changes for February 2022 Board Report

Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 005 291 000 369 000	COCUR NOATH DW ENTRY FEE/STDNT	6,200.00	01/11/2022	Simone Zunich	SHZ011122	0.00
01 E 215 298 000 369 440	SA XCUR DHS DEBATE - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,200.00
01 E 215 298 000 369 464	SA XCUR DHS SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,000.00
01 E 220 298 000 369 464	SA XCUR EAST SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zunich	SHZ011122	2,000.00
04 E 005 520 166 120 000	ARP ABE STRENGTHEN PRG'G - ADMIN/SUPERV SAL	11,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 210 000	ARP ABE STRENGTHEN PRG'G - FICA/MEDICARE	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 214 000	ARP ABE STRENGTHEN PRG'G - PERA	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 218 000	ARP ABE STRENGTHEN PRG'G - TRA	1,000.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 220 000	ARP ABE STRENGTHEN PRG'G - HEALTH INSURANCE	2,800.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 230 000	ARP ABE STRENGTHEN PRG'G - LIFE INSURANCE	20.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 235 000	ARP ABE STRENGTHEN PRG'G - DENTAL INSURANCE	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 240 000	ARP ABE STRENGTHEN PRG'G - LTD INS	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 251 000	ARP ABE STRENGTHEN PRG'G - HRA	500.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 270 000	ARP ABE STRENGTHEN PRG'G - WORKERS COMP	60.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 280 000	ARP ABE STRENGTHEN PRG'G - UNEMPLOYMENT COMP	18.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 303 000	ARP ABE STRENGTHEN PRG'G - FED CONTRACTS <\$25K	24,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 366 000	ARP ABE STRENGTHEN PRG'G - TRAVEL/CONFERENCE	0.00	01/21/2022	Christopher Peterson	012122CP	5,000.00
04 E 005 520 166 389 000	ARP ABE STRENGTHEN PRG'G - STAFF TUITION-OTR REIM	0.00	01/21/2022	Christopher Peterson	012122CP	9,500.00
04 E 005 520 166 401 000	ARP ABE STRENGTHEN PRG'G - GENERAL SUPPLIES	24,267.75	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 430 000	ARP ABE STRENGTHEN PRG'G - CLASSROOM SUPPLIES	0.00	01/21/2022	Christopher Peterson	012122CP	2,000.00
04 E 005 520 166 460 000	ARP ABE STRENGTHEN PRG'G - TEXTBKS-WORKBKS-EBOOKS	0.00	01/21/2022	Christopher Peterson	012122CP	3,500.00
04 E 005 520 166 466 000	ARP ABE STRENGTHEN PRG'G - INSTR TECH DEVICES	0.00	01/21/2022	Christopher Peterson	012122CP	21,500.00
04 E 005 520 166 505 000	ARP ABE STRENGTHEN PRG'G - CAP NON-INSTR SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	4,000.00
04 E 005 520 166 506 000	ARP ABE STRENGTHEN PRG'G - CAP INSTRUCT SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	2,500.00
04 E 005 520 166 530 000	ARP ABE STRENGTHEN PRG'G - OTHER EQUIPMENT PURCHA	0.00	01/21/2022	Christopher Peterson	012122CP	2,494.75
04 E 005 520 166 556 000	ARP ABE STRENGTHEN PRG'G - INSTRUCT TECH EQUIP	0.00	01/21/2022	Christopher Peterson	012122CP	17,491.00
04 E 005 520 166 895 000	ARP ABE STRENGTHEN PRG'G - INDIRECT COSTS	2,118.00	01/21/2022	Christopher Peterson	012122CP	0.00
01 E 005 400 372 555 000	SPSV GEN MA DW TECHNOLOGY EQUIP	5,000.00	01/24/2022	Angela Sepp	MA Clean up	0.00
01 E 005 420 372 433 000	SPSV AGG MA DW INDIV INSTR SUPP	0.00	01/24/2022	Angela Sepp	MA Clean up	5,000.00

**Fundraisers Reported  
January 2022**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lester Park	School-wide	\$40	Box Tops for Education



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: 205996

This Agreement is between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public School District #709 (“Governmental Unit”).

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of comprehensive mental health services to be implemented within the Duluth Public School district area for the Project AWARE federal grant project. The information gathered from this project will help MDE to learn what is most effective for mental health support strategies for other districts with similar student demographics in Minnesota.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: Upon execution, the final date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2.
- 1.2 Expiration Date: September 29, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

2.1 Increase capacity of Duluth Public School District to implement comprehensive school mental health systems by completing the below tasks:

- a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
- b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
- c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
- d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.
- e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.
- f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:

- a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
  - i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
  - ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular monthly intervals from September to May for the duration of the Agreement.
- b. By August 2023, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
- c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:

- a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
- b. By May 2023, this school district will host two community-wide mental health awareness events.
- c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
- d. By October 2025, MN Project AWARE staff from this school district will train a student group on the YMHFA and SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from October 1 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September 30 with reports due no later than Oct 15. Data reports will include:

- a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
  - Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
  - Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
  - Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
  - Policy Development (number of policy changes completed as a result of the federal grant)
  - Referral (number of students referred for mental health and/or related services)
  - Access (the number and percentage of students receiving mental health or related services after referral)
  - Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)

- b. SAMHSA National Outcomes Measures (NOMs) indicators
- c. Government Performance Results Act (GPRA) interviews with students directly served by Project AWARE, to be conducted at intake, every 6 months during service duration, and at discharge.
- d. Narrative description of successes achieved and difficulties encountered
- e. Pre and post-training surveys
- f. SHAPE results

### 3. Payment

The State will pay for performance by the Governmental Unit under this Agreement as follows:

- 3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement in accordance with the budget in Exhibit A that is attached and incorporated into this Agreement.
- 3.2 The total obligation of the State under this Agreement will not exceed \$1,860,000.00
- 3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule:

Quarterly invoices should be submitted following the same reporting timeline as listed under clause 2.4.

The invoices should be submitted directly to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us) for processing. The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement number.

The invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Agreement number;
- Dates of service; and
- A description of services performed.

***Should an invoice need to be submitted via U.S. Mail, please use the following address:***

Minnesota Department of Education  
Attn: Accounts Payable Department  
1500 Highway 36 West  
Roseville, MN 55113-4266

### 4. Authorized Representatives

The State's Authorized Representative is Brienne LaHaye, Project AWARE Coordinator, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8407, [Brienne.LaHaye@state.mn.us](mailto:Brienne.LaHaye@state.mn.us), or her successor.

The Governmental Unit's Authorized Representative is Callie Devriendt, Mental Health Coordinator, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802, 218-336-8880, [callie.devriendt@isd709.org](mailto:callie.devriendt@isd709.org), or her successor.

**5. Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6. Liability.**

6.1 Each party will be responsible for its own acts and behaviors and the results thereof.

**7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

**8. Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

**9. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10. Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**12. Vaccination/Testing Requirements**

12.1 **Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

12.2 **Requirements.** In accordance with [HR/LR Policy #1446](#) Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

12.3 **Compliance.** Contractor is responsible for the following:

12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.

12.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

### 13. Accessibility Standards

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (https://mn.gov/mnit/about-mnit/accessibility/). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

- a. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- b. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

### 14. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

### 15. Plain Language

The Governmental Unit must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can

understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

#### **16. Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

*Signature page to follow*

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Jennifer Fleckner

Signature: DocuSigned by:  
Jennifer Fleckner  
B824FC9320BF84B1...

Title: SPA Principal Date: 1/7/2022

SWIFT Contract No. 205996

**2. Governmental Unit**

Print Name: Catherine A. Erickson

Signature: DocuSigned by:  
Catherine A. Erickson  
3530DB8A52D84F1...

Title: CFO Date: 1/12/2022

School Board Chair Date

**3. Minnesota Department of Education (MDE)**

*With delegated authority*

Print Name: Andre Prah1

Signature: DocuSigned by:  
Andre Prah1  
8737A85DF6A14AA...

Title: Agency Finance Director Date: 1/13/2022

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

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

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

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

Admin ID: \_\_\_\_\_

Signature page to Joint Powers Agreement #205996



### Exhibit A - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

#### Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District

	Amount for Year 1	Yearly Amount for Years 2 through 4	Amount for Year 5	Total Amount
<b>110-299: Salary and benefits</b> <ul style="list-style-type: none"> <li>1.0 FTE Project AWARE Coordinator</li> <li>1.0 SEL Interventionist</li> <li>Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.)</li> </ul>	\$ 233,500	\$258,000	\$265,840	\$1,273,340
<b>366-389: Professional development</b> <ul style="list-style-type: none"> <li>National School Mental Health Conference</li> <li>State School Mental Health Conference</li> <li>Other conference/training attendance</li> </ul>	\$20,000	\$1,500	\$1,000	\$25,500
<b>303-304: Contracts</b> <ul style="list-style-type: none"> <li>Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back, Youth Mental Health First Aid, PREPaRE, Sources of Strength, etc.)</li> <li>Funding to supplement DHS School Linked Mental Health Provider MOU's.</li> <li>Additional School Linked Mental Health Provider contracts.</li> </ul>	\$16,000	\$75,500	\$58,160	\$300,660
<b>430: Supplies</b> <ul style="list-style-type: none"> <li>Social-Emotional Learning Curriculum and supplies</li> <li>PBIS supplies</li> <li>Software for billing of school-based services</li> <li>Youth Mental Health First Aid training participant materials</li> <li>Student supplies for Tier 2 mental health interventions</li> <li>Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines.</li> </ul>	\$75,500	\$10,000	\$5,000	\$110,500
<b>895: Indirect</b>	\$30,000	\$30,000	\$30,000	\$ 150,000

<b>TOTALS</b>	<b>Total Amount for Year 1 = \$375,000</b>	<b>Total Amount for Years 2 through 4 = \$1,125,000</b>	<b>Year 5 Amount = \$360,000</b>	<b>Grand Total = \$1,860,000</b>
---------------	--	---	--	--------------------------------------

## **RESOLUTION**

### **Non-Certified Business Division Administrators' Association**

**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreements between Independent School District 709 and the Non-Certified Business Division Administrators' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period of July 1, 2020 to June 30, 2021 inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Independent School District No. 709  
Duluth, Minnesota**

**And**

**Non-Certified Business Division Administrators' Association**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1	Recognition .....	2
2	School District and Association Rights .....	2
3	Salary Regulations .....	3
4	Leaves of Absence.....	6
5	Insurance .....	7
6	Travel .....	8
7	Grievance Procedure and Arbitration.....	8
8	Health Care Savings Plan .....	10
9	No Strike Clause .....	11
10	Term of Agreement .....	12
	Letter of Intent .....	13
	Weekly Salary Schedule, Appendix A	

# COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709  
Duluth, Minnesota

And

**Non-Certified Business Division Administrators' Association**

**THIS AGREEMENT**, entered into this 15<sup>th</sup> day of February, by and between the Non-Certified Business Division Administrators' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## ARTICLE 1

### Recognition

The School District formally recognizes the Non-Certified Business Division Administrators' Association as the exclusive bargaining representative for all business administrators of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

## ARTICLE 2

### School District And Association Rights

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

**2.2 – Job Advertisement/New Or Changed Positions** - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted for a period seven (7) calendar days.

- (a) The salary for all newly created positions, which would be within the appropriate bargaining unit, will be mutually agreed upon between the School District and the exclusive representative. The School District shall notify the President of the Association in writing as soon as practical of any such new position and the number of weeks to be worked. Representatives of the School District and the exclusive representatives shall meet and through use of available information from studies relating to pay equity, attempt to reach agreement on a pay schedule for the position. Should the School District and the exclusive representative be unable to agree on the appropriate salary of any such newly created position within ten (10) days of notification by the School District to the President of the Association, the School District shall determine the salary and the exclusive representative may then grieve such salary under Article 7 of this Agreement including binding arbitration.

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

**Level 1:** An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request to the Human Resources designee. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within forty-five (45) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor.

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

**2.3 – Validity or Conformity To Law Clause** - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

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

**2.5 – Association Dues And “Fair Share” Fee** - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Association the ***“fair share”*** fee required by Minnesota Statutes, Section 179A.03, Subd. 9, upon appropriate action being taken by the Association pursuant to said statutory provisions, and such sum not to exceed the total assessment of the Association to its members.

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

### **ARTICLE 3**

#### **Salary Regulations**

**3.1 – Relationship To Teachers’ Agreement** - The current provisions of the teachers' Agreement relative to salary deductions, paydays, physical examinations (if required), and direct deposit, unless specified different in this Agreement shall also apply to employees covered by this Agreement; except that all fifty-two (52) week employees to this Agreement shall be paid bi-weekly over twelve (12) months. Management reserves the right to set limits to the number of changes with appropriate notice given to membership.

**3.2 – Vacation** - With continuous, regular full-time employment with the School District in any bargaining unit, employees on a fifty-two (52) week contract shall receive a lump sum accrual on the first pay period in July as shown below.

<b><u>Period</u></b>	<b><u>Vacation Entitlement</u></b>
First Year	11 Days
After One Year	16 Days
After Four Years	20 Days
After Six Years	21 Days
After Seven Years	22 Days

After Eight Years	23 Days
After Nine Years	24 Days
After Ten Years	25 Days
After Fifteen Years	27 Days
After Twenty-Five Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions. Employees on less than a full-time year contract shall have vacation days as outlined in Article 3, Section 3.2.1.

**3.2.1** - Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined in Article 3, Section 3.2 except that vacation pay shall be prorated in accordance with the number of weeks actually worked.

**3.2.2** - Employees working in positions calling for a fifty-two (52) week work year, may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

**3.2.3** - Management will have the discretion to place new hires from outside the District on the vacation schedule by taking into consideration relevant employment experience.

**3.2.4** - Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the School District.

**3.3 – Holidays** - All employees under this Agreement, who are on paid status by the District for the work days immediately preceding and immediately following paid holidays, will be paid for the following holidays:

- New Year's Day, January 1
- Presidents' Day, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Education Minnesota
- Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving
- Christmas Eve, December 24
- Christmas Day, December 25

Presidents' Day and Education Minnesota Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as work days, in which case the employees shall receive an extra day(s) of vacation in lieu thereof, or another holiday at the discretion of the Superintendent.

Whenever New Year's Day or Independence Day fall on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead. Whenever Christmas Eve and/or Christmas Day fall on Saturday and/or Sunday, the day(s) shall be a paid holiday on a weekday defined by the District.

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

**3.5 – Layoff Policy** - Effective July 1, 2000, in the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

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

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

An employee having been laid off shall have re-employment rights for a period of two (2) years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the employee is qualified for the supervisory position for which re-employment is sought. An employee shall not be allowed to bump into a promotion.

**3.5.1 – Seniority** - Seniority shall be determined by the date of hire. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application.

**3.6 – Salaries** - The salaries of the employees covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Placement on an appropriate step of the salary schedule for employees selected from outside or from inside the unit will be determined by agreement between the individual and the School District. If placement is made at any step other than the top step, the employee shall advance one step on each July 1 thereafter unless the person was hired later than March 1<sup>st</sup> of the same year.

**3.7 – Overtime** - Employees requested and required to work overtime shall not receive overtime pay nor any additional amount other than that specified in Appendix A attached to this Agreement, except that any employee who is employed for less than fifty-two (52) weeks per year if required to work beyond their contracted time shall be paid at the same rate per week as provided in their regular salary.

**3.7.1 – Inclement Weather/Emergency Closing** – When the Administration building is closed due to inclement weather or emergencies, non-essential employees shall not report to work and shall be paid for the day. Employees who are required to report to work onsite as determined by departmental protocols, shall receive equivalent time off to be taken at an alternate time.

Employees who are unable to perform the essential functions of their position offsite and are required to report to work when the Administration building is closed or delayed due to inclement weather or emergency closure shall be granted the equivalent time off to be taken at an alternative time with consideration of the needs of the department.

When schools are closed and the Administration building remains open, non-essential employees who elect not to report to work may use vacation, personal leave, leave without pay, or if approved to do so, may work from an alternate site remaining accessible, accountable and responsive in completing their daily obligations to the District.

When the Administration building opening is delayed due to weather or emergency, employees will report to work at the time the building is opened. Employees electing not to report to work will be required to use vacation leave, personal leave or leave without pay.

**3.8 – Probation/Termination** - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason. Following said one (1) year of consecutive employment with the School District, said employee shall not be discharged, suspended or demoted (excluding demotions due to budgetary requirements) except for just cause. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article 7, Grievance Procedure and Arbitration.

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

**3.9 – Definition Of Work Year** - The number of weeks to be worked is specified in the salary schedule as set forth in Appendix A.

## **ARTICLE 4**

### **Leaves of Absence**

**4.1 – Sick Leave** - Sick leave shall be accumulated at the rate of thirteen (13) days per year, accumulative to two-hundred twenty three (223) days for fifty-two (52) week employees. Less than fifty-two (52) week employees shall be prorated according to this formula based on the number of weeks worked.

**4.1.1 – Sick Leave Bank** - Each August 1, the sick leave bank should be reviewed and one (1) day of sick leave shall be deducted from the yearly sick leave of each employee in the bargaining unit in order to maintain the accumulated total of days in the bank at approximately eight hundred (800) hours (100 days). No deduction should be made, however, from an individual unless a one (1) day deduction from each member of the unit brings the sick leave bank up to but not to exceed eight hundred (800) hours.

**4.2 – Professional Leave** - An employee covered by this contract may be granted leave to participate in a professional, patriotic or civic duty without loss of salary, provided such leave is approved by the Superintendent or his/her designated representative. Leaves of short duration (less than a week, but usually one (1) or two (2) days) will be provided to employees covered by this contract who are serving on commissions, state boards, etc., provided the leave is approved by the Superintendent or his/her designated representative. Stipends received for any professional leave granted without loss of salary will be given to the School District less necessary expenses incurred during the professional leave.

**4.3 – Death In Family** - Leave shall be granted to all persons covered by this Agreement to attend a funeral and related needs in their immediate family, according to the following allowances:

- (a) Three (3) days leave - when travel up to one hundred fifty (150) miles is required.
- (b) Five (5) days leave - when travel in excess of one hundred fifty (150) miles is required.

This leave shall be deducted from sick leave.

Family shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this Section, **“death in family”** shall include father, mother, brother, sister, husband, wife, child, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew and grandchild. This shall also apply to foster relationships in the above listed categories. A **“registered domestic partner”** shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.

**4.4 – Personal Leave** - All employees within the bargaining unit may take one (1) non-cumulative personal leave day per year at a time approved by the employee’s supervisor and agreeable with the employee. The day will be deducted from the employee’s sick leave balance.

**4.5 – Military Leave** - Military leave of absence with pay will be granted and administered as required by Minnesota State Statute 192.26, Subd. 1. Where possible, all military leave with pay shall be taken while the employee is not working or under contract to perform services for the School District, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to military leave with pay from the School District during the time the employee is working, or his/her services are under contract to be performed for the School District.

**4.6 – Leave Of Absence Without Pay** - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other

than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

**4.7 – Parental Leave** - Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

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

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

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

**4.8 – Family And Medical Leave Act** - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

**4.9 – Jury Duty** - When an employee is selected for jury duty, the Superintendent will be notified and if the Superintendent or his/her designee requests, the employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified. The employee will receive his/her regular contractual salary while on jury duty; however, jury pay, less expenses incurred in travel outside the School District, shall be surrendered to the School District.

## **ARTICLE 5**

### **Insurance**

**5.1 – Hospital And Medical Insurance** - The School District shall make available to each employee within this bargaining unit the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of the cost for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

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

**5.3 – Life Insurance** - Group term life insurance in the face amount of fifty thousand and no/100ths dollars (\$50,000) will be provided for each employee of the unit at no cost to the employee. Optional supplemental

group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

**5.4 – Dental Insurance** - The District shall make available to each employee within this bargaining unit, the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees of this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

## **ARTICLE 6**

### **Travel**

**6.1 – Employee Travel** - Reimbursement will be made by the School District for authorized employee travel as follows:

**6.1.1 – In-District Travel** - Mileage expense shall be paid to any employee using his/her personal vehicle in the course of his/her employment, providing such use is authorized by the school administration. The mileage rate paid shall be established by Board policy.

**6.1.2 – Out-Of-District Travel** - Hotels, and registration at actual cost, commercial transportation when used, at actual cost. Private automobiles, when authorized and used shall be paid mileage allowance at the District policy level allowance in force at the time. Meals shall be reimbursed not to exceed the amount specified by District Policy #4133.

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

## **ARTICLE 7**

### **Grievance Procedure And Arbitration**

#### **7.1 - Definitions**

**7.1.1** - A "**grievance**" is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

**7.1.2** - The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

**7.1.3** - The term "**days**" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

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

**7.3 – Procedures** - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a violation, misapplication, or misinterpretation of

the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

**7.4 – Arbitration** - The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee, or if no decision has been made, then within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179A.16, Subd. 4. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Association can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

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

### **7.5 – Miscellaneous Provisions**

**7.5.1** - The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under a Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under a Article or Articles of this Agreement and shall notify the Association and employees.

**7.5.2** - The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

**7.5.3** – Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

**7.5.4** - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

**7.5.5** - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

**7.5.6** - All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the Human Resources Manager or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during working hours.

**7.5.7** - Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE 8**

### **Health Care Savings Plan**

**8.1** - To be eligible to receive contributions to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement.

**8.2** - An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of service to the School District or on Board approved leave of absence.

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

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

**8.4** - Payment of a Health Care Savings Plan shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay (the weekly rate plus longevity as set forth in Appendix A divided by five) shall be the basic daily rate at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including other compensation.

**8.5** - Up to one-hundred (100) days of accumulated sick leave multiplied by the daily rate of pay (DRP) as determined in Article 8, Section 8.4, shall be contributed to a Health Care Savings Plan.

**8.6** - The dollar amount for unused sick leave beyond one-hundred (100) days will be discounted by 3.5%.

**8.7** - Benefits shall be contributed to a Health Care Savings Plan at the time of separation.

**8.8** - Employees discharged for just cause, as set forth in Article 3, Section 3.8 shall not be eligible for severance pay.

**8.9** - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

## **ARTICLE 9**

### **No Strike Clause**

The Non-Certified Business Division Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a fifty-two (52) week employee covered by this Agreement be halted or suspended due to strike or work stoppage by other District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Less than fifty-two (52) week employees shall not suffer a loss of pay as a result of layoff due to strike except under the conditions outlined above, but may be required to make up the time required by their contract.

**ARTICLE 10**

**Term of Agreement**

This Agreement shall be effective July 1, 2020, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2020 to June 30, 2021 inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2020, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

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

Dated at Duluth, Minnesota this 15<sup>th</sup> day of February, 2022.

THE NON-CERTIFIED BUSINESS DIVISION  
ADMINISTRATORS' ASSOCIATION,  
DULUTH, MN

INDEPENDENT SCHOOL DISTRICT  
NO 709

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

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

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

**ADDENDUM**

**Letter of Intent**

May 5, 2004

Independent School District No. 709 intends to review the revised Fair Labor Standards Act (FLSA) to ensure that we comply. We will share the results of the FLSA audit of the Technology Department with individuals designated by the Non-Certified Business Division Administrators' Association.

**APPENDIX A**  
**NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION**  
**WEEKLY SALARY SCHEDULE 2020-2021**

CLASS	YEARS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
I	2018-2019	717	733	750	766	782	806	
	2019-2020	732	748	764	781	797	822	
	2020-2021	747	763	779	797	813	838	
	<i>Help Desk Technician</i>						52 Weeks	
II	2018-2019	853	872	891	910	929	958	
	2019-2020	870	889	909	928	948	977	
	2020-2021	887	907	927	947	967	997	
	<i>Buyer</i>						52 Weeks	
III	2018-2019	911	932	952	973	993	1024	
	2019-2020	929	950	971	992	1013	1044	
	2020-2021	948	969	990	1012	1033	1065	
	<i>Accountant I</i>						52 Weeks	
	<i>Early Childhood Business Manager</i>						52 weeks	
	<i>Field Support Technician</i>						52 Weeks	
	<i>Field Support Technician</i>						42 Weeks	
	<i>Food Service Site Supervisor</i>						52 Weeks	
<i>Innovation Specialist</i>						48 Weeks		
IV	2018-2019	985	1007	1030	1052	1074	1107	
	2019-2020	1005	1027	1050	1073	1095	1129	
	2020-2021	1025	1048	1071	1094	1117	1152	
V	2018-2019	990	1012	1034	1056	1079	1112	
	2019-2020	1009	1032	1055	1077	1100	1134	
	2020-2021	1029	1053	1076	1099	1122	1157	
	<i>Senior Buyer</i>						52 Weeks	
VI	2018-2019	1017	1040	1063	1086	1109	1143	
	2019-2020	1038	1061	1084	1108	1131	1166	
	2020-2021	1059	1082	1106	1130	1154	1189	
	<i>Business Services Liaison</i>						52 weeks	
<i>Coordinator of Health, Safety &amp; Environmental Management</i>						52 Weeks		
VII	2018-2019	1033	1057	1080	1103	1126	1161	
	2019-2020	1054	1077	1101	1125	1148	1184	
	2020-2021	1075	1099	1123	1148	1171	1208	
	<i>Accountant II</i>						52 Weeks	
	<i>Assistant Supervisor Maintenance &amp; Construction</i>						52 Weeks	
	<i>Assistant Supervisor Transportation</i>						52 Weeks	
	<i>Building Systems Technology Coordinator</i>						52 weeks	
	<i>Food Service Area Field Supervisor</i>						52 Weeks	
	<i>Grants Coordinator</i>						52 Weeks	
	<i>Special Services Business Manager</i>						52 weeks	
	<i>System Specialist/Desktop I</i>						52 Weeks	
<i>Technology Supervisor</i>						52 Weeks		
VIII	2018-2019	1193	1219	1246	1273	1300	1340	
	2019-2020	1217	1244	1271	1299	1326	1367	
	2020-2021	1241	1269	1296	1325	1353	1394	
	<i>Business Process Systems Analyst</i>						52 Weeks	
	<i>Network Engineer I</i>						52 Weeks	
	<i>Supervisor Building Operations</i>						52 Weeks	
	<i>Supervisor Purchasing</i>						52 Weeks	
	<i>System Specialist/Desktop II</i>						52 Weeks	
	<i>System Specialist/Network I</i>						52 Weeks	
	<i>System Specialist/Security</i>						52 Weeks	
IX	2018-2019	1273	1301	1330	1359	1387	1430	
	2019-2020	1299	1328	1357	1386	1415	1459	
	2020-2021	1325	1355	1384	1414	1443	1488	
	<i>Network Engineer II</i>						52 Weeks	
	<i>Supervisor Maintenance &amp; Construction</i>						52 Weeks	
<i>Supervisor Transportation</i>						52 Weeks		
<i>Systems Specialist/Network</i>						52 Weeks		

Persons with more than twenty (20) years of continuous full time service with the School District on or before December 1 shall receive an additional \$1000 per year and such longevity payment shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments. Step 1 through Step 5 respectively of the salary grid shall be 89-91-93-95 and 97% of Step 6.

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Allete Clean Energy, Inc.	\$750.00	Drama Dept.	
Denfeld	Irving Community Assn.	\$10,000.00	Choir youth trip	
District-Wide	Caroline Marks	\$100.00	None	Give to the Max Day
Headstart	Janet Killough	\$50.00	None	
Lester Park	Jessica Eaton	In Kind	None	100 child masks
Lowell	Anthony & Laura Hoffarth	In Kind	Staff for parent pick up (outside)	Hand warmers
Myers-Wilkins	Affinity Plus Credit Union	\$2,000.00	Low Incidence Classroom Activities and Materials	Affinity Plus Credit Union Foundation - Cultivator Award
Families in Transition	Faster Solutions, Inc c/o Kara Knowles	\$500.00	None	
Rockridge	Tom & Julie Seidelmann	\$20.00	None	Give to the Max Day
Stowe	Donors Choose	In Kind	Mrs. Beetcher's Kindergarten class	20 pillow folding rest mats
Stowe	Asbury United Methodist Church	In Kind	None	Knitted hats, mittens, scarves
Stowe	Donors Choose	In Kind	Classroom use	Hokki Stool Flexible Ergonomic Seating 15 x 4 qty



**ISD #709**  
**Duluth Public Schools**  
HOCHS Relocation Project

Monthly Progress Report  
January 2022

Project(s) Address: 730 E Central Entrance, Duluth, MN 55802

### Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - Interior demolition has been completed.
  - Light gauge wall framing completed.
  - The server has been relocated to its final location.
  - Deteriorated concrete has been removed and replaced. New trench drains have been installed.
  - Nearly all electrical rough-in's are complete. Wire pulling is in progress.
  - Nearly all ductwork rough-in's are complete; the Air Handler Units (AHU) will be coming in the coming months for connections.
  - Hydronic piping is in progress, scheduled to be completed in the coming weeks.
- The City provided final comments on the formal Developers Agreement for the DSC/Transportation project on 1/26/22. It is projected to have a final Developers Agreement completed in the coming weeks.
- 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. An update on the concept plan will be presented at the 2/3/2022 School Board meeting.
- The Tech Village construction has been completed for the build-out of the ALC/AEO lease space. Move-in to the space is also complete.
- Furniture meetings have been ongoing to establish District furniture needs of Facilities, District Services Center, and Transportation buildings. Furniture finishes and colors have been selected for the Transportation Center and Facilities. The District Services Center will have further meetings on the final selections.

### 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.
- Final furniture and technology selections will be taking place in the coming months for the District Services Center.

**Expenditure Contracts Signed  
January 2022**

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
Alberio, Kathleen	\$20,000.00*	Special Services (DR)	Deaf and hard-of-hearing interpreting services
Lakeside Pres Nursery School	\$1,039.00*	Special Services (DU)	Preschool planning as required by IEP
University Nursery School Jefferson	\$2,000.00*	Special Services (DU)	Preschool planning as required by IEP
Thibault, Melinda	\$6,000.00*	Superintendent (DU)	Assist in the transition of new Executive Assistant to the Superintendent

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of January, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathleen Alberio, 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:** 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.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 4, 2022 and shall remain in effect until June 9, 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.** To facilitate communication between deaf and hard-of-hearing (DHH) students and their peers, our staff and other adults, using sign language. Interpreters will model signs for DHH students during instructional and non-instructional periods, such as playtime and school related extracurricular activities. The educational interpreter provides interpreting and support services (educational tutoring) to students who are DHH being educated in their local school district. Other duties may be performed when they do not interfere with interpreting include tutoring, participation in meetings and being an active member of the school's educational team.

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 hourly and \$20,000 in total.

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

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 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) Kathleen Alberio, 7764 Albert Rd. Saginaw, MN 55779.

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

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

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

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

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

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

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

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

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

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

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

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

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

Kathleen Alberio

[Redacted]

1-7-2022

Contractor Signature

SSN/Tax ID Number

Date

Jackie Howard

1/17/22

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	405	740	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Catherine Elio

01/06/22

CFO / Superintendent of Schools / Board Chair

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of December, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, 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 2, 2021 and shall remain in effect until May 26, 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]'s Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Tuesday and Wednesday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is November 2, 2021 and shall not extend beyond May 26, 2022; the contract not to exceed a total of 52 Days (attending 2 days per week. The District will pay 2 days per week @ \$148.36 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 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 \$148.36 per month and \$1,038.52.00 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](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Pres Nursery School, 4430 McCulloch Street, Duluth, MN 55804

---

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

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

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

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

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

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

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

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


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

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

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

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

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

Contractor Signature	SSN/Tax ID Number	Date
		1-10-22
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

	1/14/22
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11th day of January, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School Jefferson, 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 24, 2022 and shall remain in effect until June 1, 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] s Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 916 E 3rd Street, Suite #1, Duluth, MN 55805.

The approximate date the service will begin is January 24, 2022 and shall not extend beyond June 1, 2022; the contract not to exceed a total of 50 Days (attending 3 days per week. The District will pay 3 days per week @ \$40.00 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 \$40.00 per day and \$2,000.00 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School Jefferson, 916 E.3rd Street, Suite #1, Duluth, MN 55805

---

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

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

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

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

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

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

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

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

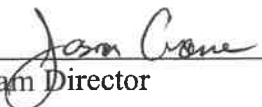
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

Contractor Signature	SSN/Tax ID Number	Date
		1-11-22
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

	Date
CFO / Superintendent of Schools / Board Chair	1/14/22

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 17th day of January, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Melinda Thibault, 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 17, 2022 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide training in any/all of the aspects of the duties required of the Executive Assistant to the Superintendent and School Board position on an as needed basis in order to support the office of the Superintendent. Items of support include, but are not limited to, BoardBook, Policies, and record keeping of school board information and documents.

3. **Background Check.**

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 at a rate of \$30.00 hourly and \$6,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services 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: Melinda Thibault, 1517 Maple Grove Rd, Duluth, MN 55811.

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

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

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

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

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

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

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

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




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

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

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

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

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number  Date 4-30/22  
  
 Program Director \_\_\_\_\_ Date 1/20/22

**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).

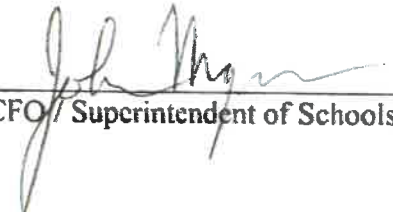
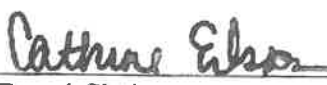
**Please check the appropriate line below:**

\_\_\_\_\_ 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	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/28/22  


**No Cost Contracts Signed  
January 2022**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Minnesota Department of Education (MDE)	Child Nutrition	Annual approval to participate in the state school lunch program
WeVideo	Teaching, Learning & Equity	Pilot agreement for WeVideo editing for 5-10 classrooms, grades 4-12, for the remainder of FY22
Zoom	Technology	Educational Data Collection policy



## Sponsor-State Agreement for Minnesota Child Nutrition Programs

Instructions: Read this agreement thoroughly before signing. Throughout this document, the organization responsible for administering the child nutrition program(s) will be referred to as the Sponsor. By submitting this agreement to the Minnesota Department of Education (MDE), the Sponsor's authorized representative has electronically signed this agreement. Once the Agreement has been electronically signed by MDE's authorized representative, it is legally binding on both the Sponsor and MDE.

Sponsor Name DULUTH ISD # 709  
Sponsor ID Number 1000003456 Federal Tax ID Number 416003776  
Address 4316 RICE LAKE ROAD City DULUTH State MN Zip Code 54811

Enter the name and title of Sponsor's authorized representative, who certifies they are authorized by the Sponsor to sign this agreement.

Sponsor Representative Name: CATHERINE ERICKSON  
Sponsor Representative Title: CHIEF FINANCIAL OFFICER

### 1. Purpose

This is an agreement between MDE and the Sponsor that sets out the requirements for the Sponsor to administer one or more of the Child Nutrition Programs (CNPs) of the U.S. Department of Agriculture (USDA) and the Minnesota Kindergarten Milk Program (MKMP), as programs are approved or discontinued each year by MDE. The agreement continues to be effective as long as the Sponsor continues to be approved to participate in any Program or until terminated as described below.

During any period that the Sponsor contracts with a vendor to provide food service management or meals as allowed by program regulations, the Sponsor must ensure that program requirements are met. These requirements include, but are not limited to, the Sponsor retaining control of the quality, extent and general nature of its food service in addition to ensuring the meal pattern and nutrition requirements, Program, Procurement, and Financial accountability requirements, and all record retention requirements of this agreement are met.

## 2. Participation in Child Nutrition Programs

Upon execution of this agreement, MDE authorizes the Sponsor to participate in the following CNP(s):

- National School Lunch Program (NSLP) / Food Distribution Program (FDP)

For NSLP, please check all box(es) that apply:

- Afterschool Care Snack

- Seamless Summer Option

- School Breakfast Program (SBP)

- Child and Adult Care Food Program (CACFP) including At-Risk Afterschool Meals

For CACFP, please check one box:

- Independent Center, as defined in 7 CFR 226.2

- Sponsoring Organization, as defined in 7 CFR 226.2 (*a Sponsor responsible for the Program in: at least one day care home; at least one center which is legally distinct from the Sponsor; or multiple sites*)

- Summer Food Service Program (SFSP)

- Special Milk Program (SMP)

- Minnesota Kindergarten Milk Program (MKMP)

Updates to the Child Nutrition Programs covered by this agreement (“covered programs”), including required annual program application updates, may be made at any time, pending approval by MDE.

## 3. Statutory Authority

Federal: Richard B. Russell National School Lunch Act (42 US Code 1751 et seq) and the Child Nutrition Act of 1966 (US Code 1771 et seq).

State: Minnesota Kindergarten Milk Program (Minnesota Statutes section 124D.118).

## 4. Federal Regulations

The Sponsor must meet the requirements in the Code of Federal Regulations (CFR) for covered programs during the periods that the Sponsor is approved to administer each program.

- a. These federal financial regulations apply while the Sponsor is approved to administer any federal Child Nutrition Program:
  - i. 2 CFR parts 200 and 400 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- ii. 2 CFR 415 – General Program Administrative Regulations
- b. These federal regulations apply during periods that the Sponsor is approved to administer School Nutrition Programs including USDA Foods:
  - i. 7 CFR 210 – National School Lunch Program (includes an Afterschool Snack program and Seamless Summer Option program)
  - ii. 7 CFR 220 – School Breakfast Program
  - iii. 7 CFR 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
  - iv. 7 CFR 250 – Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Control
- c. These federal regulations apply during periods when the Sponsor is approved to administer the Child and Adult Care Food Program:
  - i. 7 CFR 226 – Child and Adult Care Food Program (includes At-Risk Afterschool Meal program)
  - ii. 7 CFR 240 – Cash In Lieu of Donated Foods
- d. These federal regulations apply during periods when the Sponsor is approved to administer the Summer Food Service Program:
  - i. 7 CFR 225 – Summer Food Service Program
  - ii. 7 CFR 250 – Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Control
- e. Federal regulations that apply during periods when the Sponsor is approved to administer the Special Milk Program:
  - i. CFR 215 – Special Milk Program
  - ii. CFR 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools

## 5. Duration and Termination

This agreement is effective as of the date the agreement has been executed by both parties and remains in effect for covered programs and associated time periods until the agreement is terminated. This agreement may be terminated in accordance with the program statutes, program regulations, and guidance. The agreement also terminates if the Sponsor notifies MDE that it will not participate in any Child Nutrition Program, unless regulations for a covered program require the agreement to remain in effect. This agreement terminates if the Sponsor does not participate in any Child Nutrition Program for two consecutive program years.

## 6. Amendments

MDE can make amendments to this agreement, which are not subject to approval by the Sponsor. If MDE amends the agreement, the Sponsor must meet the requirements of the amendment or terminate the agreement. The Sponsor may propose amendments to this agreement, which must be approved by MDE. The Sponsor may add or delete covered programs each program year, or within a program year, subject to MDE approval.

## 7. Program Requirements

The Sponsor agrees to meet all requirements for each covered program, including, but not limited to, regulations, statutes, handbooks, instructions, and guidance issued by USDA and the State of Minnesota.

Program requirements listed in this agreement do not include all program requirements. MDE may establish additional requirements for participation in the programs which are not inconsistent with the provisions of 7 CFR 210, 215, 220, 225, 226, and 250.

a. School Nutrition Programs

i. National School Lunch Program, School Breakfast Program and Food Distribution Program

This section applies for each program year that the Sponsor is approved by MDE to participate as a School Food Authority (SFA) in the National School Lunch Program, including the Afterschool Snack and Seamless Summer Option, the Food Distribution Program, and, if applicable, the School Breakfast Program. The Sponsor must meet requirements in 2 CFR parts 400 and 415 in addition to 7 CFR parts 210, 220, 245, and 250, as applicable, including but not limited:

- A. Maintain a nonprofit school food service and observe the requirements for, and limitations on, the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and 220.13 and use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment, and personnel support with funds provided by a program may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*);
- B. Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved by MDE in accordance with 7 CFR 210.19(a);
- C. Maintain a financial management system as prescribed by 7 CFR 210.14(c) and MDE;
- D. Comply with regulations regarding financial management (2 CFR part 200, subpart D and USDA implementing regulations 2 CFR parts 400 and 415);
- E. Serve lunches and, if applicable, breakfasts, which meet the minimum requirements prescribed in 7 CFR 210.10 and 7 CFR 220.8, during meal periods designated by the school and limit any competitive food services as required in 7 CFR 210.11 and 220.12.
- F. Price the school meal as a unit;
- G. Serve school meals free to all children who are determined by the Sponsor to be eligible for free or reduced-price school meals under 7 CFR part 245 using state aid provided in Minnesota Statutes 124D.111 and 124D.1158 to serve school meals at no charge to children eligible for reduced-price school meals;
- H. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price, and paid lunches served to eligible children in accordance with 7 CFR 210 and, if applicable, 7 CFR 220. Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 shall apply.
- I. Count the number of free, reduced-price, and paid reimbursable meals served to eligible children at the point of service or through another counting system approved by MDE;
- J. Submit Claims for Reimbursement in accordance with 7 CFR 210.8 and 220.11 and MDE procedures;
- K. Comply with USDA regulations respecting nondiscrimination (7 CFR 15, 15a, 15b);

- L. Make no discrimination against any child because of their eligibility for free or reduced-price meals in accordance with the Sponsor's approved Free and Reduced Price Policy Statement;
- M. Make no discrimination against any child because of their inability to pay the full price of the breakfasts;
- N. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with applicable state and local laws and regulations, and comply with the food safety requirements of 7 CFR 210.13 and 220.7(a)(2)-(3);
- O. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered by USDA as donated foods in accordance with 7 CFR 250;
- P. Maintain necessary facilities for storing, preparing and serving food;
- Q. Upon request, make all accounts and records pertaining to the school food service available to MDE, to USDA, and the Office of Administration (OA) for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
- R. Maintain files of currently approved and denied Applications for Educational Benefits that document eligibility for free and reduced price school meals.
- S. Maintain direct certification documentation obtained from MDE or local agency, or other appropriate individual, as specified by USDA Food and Nutrition Service (FNS), indicating that:
  - 1) The child in the household is receiving benefits from SNAP or MFIP, as defined in 7 CFR 245.2; if one child is receiving such benefits, all children in the household are considered to be directly certified;
  - 2) The child is a homeless child, as defined in 7 CFR 245.2;
  - 3) The child is a runaway child, as defined in 7 CFR 245.2;
  - 4) The child is a migrant child, as defined in 7 CFR 245.2;
  - 5) The child is a Head start child, as defined in 7 CFR 245.2; or
  - 6) The child is a foster child, as defined in 7 CFR 245.2.
- T. Retain eligibility documentation submitted by families for a period of three years after the end of the fiscal year to which they pertain or as otherwise specified.
- U. No later than December 31 of each year, provide MDE with a list of all schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. The State agency may designate a month other than October for the collection of this information, in which case the list must be provided to the State agency within 60 calendar days following the end of the month designated by the State agency. In addition, each school food authority shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.
- V. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings.
- W. In accordance with Minnesota Statutes section 124D.111 (Lunch Aid; Food Service Accounting) and section 124D.114 (Lactose Reduced Milk), the Sponsor will meet state requirements for food and food service accounting and MDE will provide state school lunch and breakfast aid to the Sponsor.

- X. If the Sponsor is a school district, MDE will annually notify the Sponsor if any of its public school sites that provide school lunch are required to also offer a school breakfast program in accordance with Minnesota Statutes section 124D.117, based on the public school having had least 33 percent of school lunches served free or at reduced price in the second preceding year. The Sponsor may request an exemption for the school year if fewer than 25 students are expected to participate in a school breakfast program.

- ii. Afterschool Care Snacks

If applicable, the Sponsor will meet requirements for schools under its jurisdiction that participate in the Afterschool Snack component of the National School Lunch Program, including but not limited to:

- A. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10;
- B. Price the meal supplement as a unit;
- C. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- D. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- E. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- F. Claim reimbursement for no more than one meal supplement per child per day;
- G. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- H. Comply with all requirements of this 7 CFR part 210, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).

- b. Child and Adult Care Food Program (includes At-Risk Afterschool Meal program)

The Sponsor will meet program requirements for sites under its jurisdiction that participate in the Child and Adult Care Food Program (CACFP), including the At-Risk Afterschool Meal program. Requirements include but not limited to:

- i. This agreement does not eliminate the need for the Sponsor to comply with the CACFP reapplication and related provisions; nor does it limit MDE's ability to terminate the agreement.
- ii. The Sponsor accepts final financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR 226. The Sponsor must comply with all requirements of title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Department's regulations concerning nondiscrimination (7 CFR parts 15, 15a and 15b), including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy, and reviews to assure compliance with such policy, to the end that no person may, on the grounds of race, color, national origin, sex, age, disability, or reprisal or retaliation for any prior civil rights activity, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the Program.
- iii. MDE, USDA, and other state or federal officials have the right to make announced or unannounced reviews of operations including, sponsor, site, and vended meals preparation sites during the

Sponsor's normal hours of child or adult care operations, and anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities. All program records must be available at Sponsoring Organization's office or site locations during these visits.

- iv. Sponsor will comply with the applicable CACFP provisions for an At-Risk Afterschool Care Center.

c. Summer Food Service Program

Sponsor will meet program requirements for sites under its jurisdiction that participate in the Summer Food Service Program, including but not limited to:

- i. Operate a nonprofit food service during the period specified, as follows and on the application: (i) From May through September for children on school vacation; (ii) At any time of the year, if the Sponsor administers the Program under a continuous school calendar system; or (iii) During the period from October through April, if the Sponsor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by MDE, a similar cause.
- ii. For school food authorities, offer meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the Sponsor, and offer the same meals to all children;
- iii. For all other Sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the Sponsor, and serve the same meals to all children;
- iv. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
- v. Issue a free meal policy statement in accordance with 7 CFR 225.6(c);
- vi. Meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1);
- vii. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards. The site application shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by MDE;
- viii. Submit claims for reimbursement in accordance with procedures established by MDE, and those stated in 7 CFR 225.9;
- ix. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations;
- x. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by USDA;
- xi. Have access to facilities necessary for storing, preparing, and serving food;
- xii. Maintain a financial management system as prescribed by MDE;
- xiii. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d) (2) and (3);
- xiv. Upon request, make all accounts and records pertaining to the Program available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of three years after the end of the fiscal year to which they

pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;

- xv. Maintain children on site while meals are consumed; and
- xvi. Retain final financial and administrative responsibility for its program.

d. Special Milk Program

The Sponsor will meet program requirements for schools and child care institutions under its jurisdiction that participate in the Special Milk Program, including but not limited to:

- i. Operate a nonprofit milk service. However, school food authorities may use facilities, equipment, and personnel supported with funds provided to a school food authority under 7 CFR 215 to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*).
- ii. If electing to provide free milk:
  - A. Serve milk free to all eligible children, at times that milk is made available to non-needy children under the Program; and
  - B. Make no discrimination against any needy child because of their inability to pay for the milk.
- iii. Comply with the requirements of the USDA regulations respecting nondiscrimination (7 CFR 15);
- iv. Claim reimbursement only for milk as defined in 7 CFR 215 and in accordance with the provisions of 7 CFR 215.8 and 215.10;
- v. Submit Claims for Reimbursement in accordance with 7 CFR 215.10 and procedures established by MDE;
- vi. Maintain a financial management system as prescribed by MDE.
- vii. Upon request, make all records pertaining to its milk program available to MDE and USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit;
- viii. Retain any individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

e. Minnesota Kindergarten Milk Program

The Sponsor will meet program requirements in accordance with Minnesota Statutes section 124D.118 for schools under its jurisdiction that serve milk to kindergarten students and claim reimbursement from MDE through the Minnesota Kindergarten Milk Program.

8. Civil Rights Assurances

The Sponsor hereby agrees that it will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*);
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

- e. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- f. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- g. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- i. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- j. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

#### 9. Requirements for the Minnesota Department of Education (MDE)

Subject to availability of funds from the U.S. Department of Agriculture, MDE agrees to provide federal funds for food service payments, and either USDA donated foods (commodities) or cash-in-lieu-of-commodities payments, and if applicable administrative payments. MDE will provide funds to Sponsoring Organization in

accordance with federal and state statutes and Program regulations cited in this agreement and instructions and guidance issued by MDE.

MDE will disallow any portion of a claim for reimbursement and recover any payment to Sponsoring Organization that is not properly payable.

MDE will provide technical assistance to facilitate effective Program operations, monitor progress toward achieving Program goals, and ensure compliance with civil rights requirements.

MDE reserves the right to impose program size limitations for a Sponsor based on program size, staffing patterns, program experience and organization.

#### 10. Signatures

The representative of the Sponsor who signs this agreement attests that they are duly authorized and empowered to execute this agreement on behalf of the Sponsor and to legally bind the Sponsor to the terms and conditions of this agreement.

The representative certifies that the information submitted on this form is true and correct and that the sponsor is aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

This agreement is legally binding as long as the Sponsor and its successors, transferees and assignees receive assistance or retain possession of any federal or state assistance for covered programs.

This agreement has been electronically signed and submitted by the Sponsor and MDE, as shown below, in accordance with federal and state requirements for electronic transactions. [Find instructions on how to electronically sign PDF documents.](#)

##### a. Sponsor

Sponsor Name DULUTH ISD # 709  
Sponsor Representative Name CATHERINE ERICKSON  
Sponsor Representative Title CHIEF FINANCIAL OFFICER  
Sponsor Representative Signature Catherine Erickson Digitally signed by Catherine Erickson  
DN: cn=Catherine Erickson, o=Duluth Schools, ou=Duluth #ISD 709,  
email=catherine.erickson@isd709.org, c=US  
Date: 2022.01.26 12:34:50 -0500 Date \_\_\_\_\_

##### b. Minnesota Department of Education

MDE Representative Name Monica L. Herrera  
MDE Representative Title Director of Nutrition, Health and Youth Development  
MDE Representative Signature \_\_\_\_\_ Date \_\_\_\_\_



### WeVideo Trial Agreement

1/6/2021

DATE

**Purpose/Goal:**

The purpose of the TRIAL is to evaluate the benefits and seamless incorporation of WeVideo as it relates to the Educational Agencies technology and student academic goals.

**Name of Educational Organization:**

District Name:	ISD 709 - Duluth Public Schools
School Name: (if applicable)	
State:	Minnesota
Total Dist/Sch enrollment:	8,109

Trial Start Date	Trial End Date
Jan. 18, 2021	

**Trial Account Owner**

Name:	Sally Weidt
Title:	Digital Innovation Coordinator
Email: Ph:	Sally.weidt@isd709.org      218-336-8700 ex 2291

**Number of Participants:**

Total # of Teachers:	10
Total # of Students:	Total Number of seats: 460*
List Participating Grade Levels:	4 <sup>th</sup> , 5 <sup>th</sup> , 6-8, 9-12

**Cost:**

Flat rate:	\$0.00
------------	--------



**Pilot conditions:**

- EA license owner will be responsible for managing administering the TRIAL licenses to users/participants. Adding members can be accomplished through Google Sync or by using a CSV file.
- Encourage WeVideo use by providing support and resources to all users.
- Trial administrator should review all WeVideo for Education tutorials in preparation for the TRIAL.
- Usage Commitment: 80% of pilot licenses will be in use within 15 school days. If this activity level is not met, WeVideo has the right to cancel the TRIAL at any time.

**Pilot terms:**

- Pilot will be at no cost to the EA
- Formal quote will be issued within 30 days of TRIAL end date for consideration
- School/district will retain all finished projects at the end of the TRIAL.
- TRIAL administrator/leader/teachers will provide feedback to WeVideo at the end of the TRIAL.

**Support:**

- OnBoarding – set up and features
- Support Center - FAQ articles that cover setup and advanced features
- Resource Hub - to jumpstart the integration of WeVideo into your classrooms

**Proposal Acceptance:**

- ISD 709  
 School Name  
Catherine Erickson  
 Signature  
Catherine A. Erickson  
 Full Name  
01/29/22  
 Date

**WeVideo, Inc.**  
  
 Signature  
Jaime Hernandez  
 Full Name  
1/29/22  
 Date



## Consent To Educational Data Collection

Before using Zoom with children, your organization must consent to Zoom's educational data collection practices.

### Why do we need your consent?

Your consent is required before Zoom may collect, use, or disclose personal information from children who receive educational services through your organization's use of Zoom's meetings, webinars, or messaging platform ("Zoom Products"). Zoom will not collect, use, or disclose personal information from such children if you do not consent.

### What kinds of information do we collect?

If you consent, Zoom may collect and use the following personal information from these children, under the conditions set forth in the attached Children's Educational Privacy Statement (<https://zoom.us/educationalprivacy>):

- **Profile and Participant Information:** Name, profile picture, contact information, and any other information you allow children to add to their profile or when registering for or joining meetings, recordings or webinars on your account.
- **Contacts and Calendar Information:** Contact lists you add or allow children to use on your account, as well as calendar information you add to your account.
- **Settings:** Preferences and settings children set when using your account, such as microphone, audio and video settings, and screen sharing settings.
- **Device Information:** Information about the computers, phones, and other devices children use when interacting with Zoom Products on your account, including device features (like microphone or camera versions and IDs), IP address (which may be used to infer general location at a city or country level) and WiFi information.
- **Meeting, Webinar, and Messaging Content:** If you choose to record meetings or webinars on your account to Zoom Cloud, Zoom will store these recordings, which may contain children's voice, image(s), messages, Q&A, or other content shared by children during the meeting or webinar. Zoom employees do not access this meeting content unless you direct us to do so, or as required for legal, security, or safety reasons.
- **Product Usage:** Information about how children and their devices interact with Zoom Products, such as when they join and leave a meeting, whether they send messages and with whom they message, mouse movements, clicks, keystrokes, or actions (such as mute/unmute or video on/off), and other user inputs that help Zoom understand feature usage, improve product design, and suggest features.

Zoom will only use such personal information collected from children for educational purposes, including facilitating the use of Zoom Products, improving the provision of Zoom Products used by schools or educational organizations, ensuring the safety and integrity of the Zoom Products, and complying with legal processes.

### How is this information shared with others?

Zoom does not disclose children's data to third parties, except for service providers who help us provide Zoom Products and technical infrastructure, where required for legal, security, or safety reasons, or to other Zoom affiliates (such as Zoom Voice Communications, Inc., which provides Zoom Phone).

Before using Zoom with children, your organization must consent to Zoom's educational data collection practices.

If you choose to share children's data with third parties when using Zoom Products -- such as when you invite other people to join meetings or webinars hosted on your account, or approve third-party apps for use in meetings or webinars hosted on your account -- you must authorize the sharing of children's data with these third parties and obtain parent or guardian consent to the data practices of such third parties.

### By signing below, you are:

- i. Agreeing that your organization will use Zoom solely for educational purposes when using it with children under 13;
- ii. Consenting to the data collection practices described above and in Zoom's Children's Educational Privacy Statement (<https://zoom.us/educationalprivacy>);
- iii. Verifying that you are authorized to provide consent on behalf of your organization; and
- iv. Agreeing to obtain parent or guardian consent for any third-party apps that you choose to allow children to use in connection with Zoom Products.

Duluth Public Schools

7014997658

Organization

Zoom Account

DocuSigned by:  
Catherine A. Erickson  
C441FF107FF2415...

Jan 14, 2022

Signature

Date

CFO

Title

**Grant Applications  
January 2022**

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

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Project Joy	Tracy Litman, Ordean East	Project Joy	\$1,000.00	Funds will be used to provide food for hungry children