

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, March 7, 2022

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

5:00 PM

1. **Guest Presentations for this Meeting - None**
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
 - B. Finances
 - 1) Financial Report 15
 - 2) Budget Revisions 16
 - 3) Fundraisers 33
 - C. Bids, RFPs, and Quotes
 - 1) Bid 1300 - Network Wireless Infrastructure 34
 - 2) PLACEHOLDER - Bid, RFP or Quote
 - D. Contracts, Change Orders and Leases - None
 - 1) PLACEHOLDER - Contracts, Change Orders and Leases
 - E. Resolutions
 - 1) HR-3-22-3875 - Approval of Collective Bargaining Agreement between Independent School District #709 and Education Minnesota Duluth Integration Specialists (ISPEC) Duluth, MN 36
 - 2) HR-3-22-3874 - Approval of Collective Bargaining Agreement between Independent School District #709 Duluth, MN and Paraprofessionals 57
 - 3) HR-3-22-3873 - Approval of Collective Bargaining Agreement between Independent School District #709 Duluth, MN and Food Service Employees Collective Bargaining Agreement 90
 - 4) B-3-22-XXXX - Acceptance of Donations to Duluth Public Schools 114
 - 5) B-X-22-XXXX - PLACEHOLDER

4. Miscellaneous Informational Items (no action required)

A. District Properties Update	115
B. Expenditure Contracts	117
C. No Cost Contracts	133
D. Revenue Contracts - None	
E. Grant Applications	141
F. Change Orders Signed - None	
G. Referrals to Policy Committee - None	

Human Resources Report Summary February 2022 Activities

1) Staffing Updates:

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

	Certified	Non-Certified
# New Hires	10	14
# Retirements	NA	2
# Resignations	8	3
# Leave of Absences	7	26

2) HR Department Updates:

Benefits Updates: We introduced a new student loan forgiveness and debt management service through National Insurance Services with Horace Mann. Our local loan coach received over 100 requests for assistance. We sent out an additional invitation for a workshop webinar for employees with student loan debt. This service is **completely free** to employees and the school district.

The first retirement information session (in person and via Google meet) was held on Feb. 9th at UHG. Attendees were very receptive and appreciative of the information given. The second email was sent to the teacher's unit regarding retirement notification and another info session is scheduled for March 10th.

Hiring Updates:

Temporary Assignable Teachers for each school have been hired and started employment. Staff are continuing their efforts to recruit paraprofessional and other non-licensed positions.

Current Openings as of Friday, March 4, 2022:

Licensed-

Athletics/Activities (1)

Elementary Teachers (1)

Secondary Teachers (1)

Special Education Teachers (4)

Non Licensed -

Administrative/Management (1)

Food Service (12)

Hourly (10)

Maintenance/Transportation (1)

Paraprofessionals (29)

Contract Negotiations:

We have a finalized 2021-2023 contract for the Food Service and ISPEC employees that will go for Board approval in March.

Union vote for finalized 2021-2023 contracts is pending for the following units:

- Paraprofessionals

Initial meeting was held with the Principal unit on March 1, 2022.

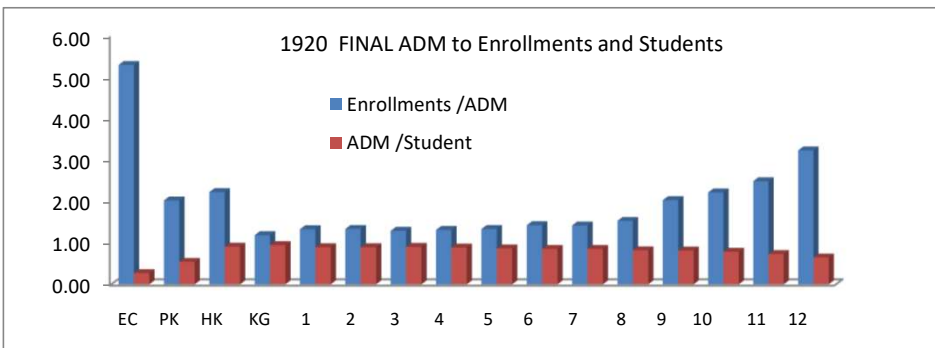
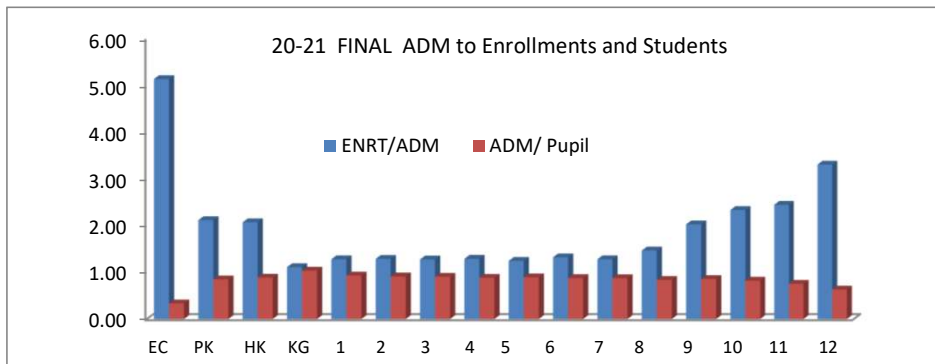
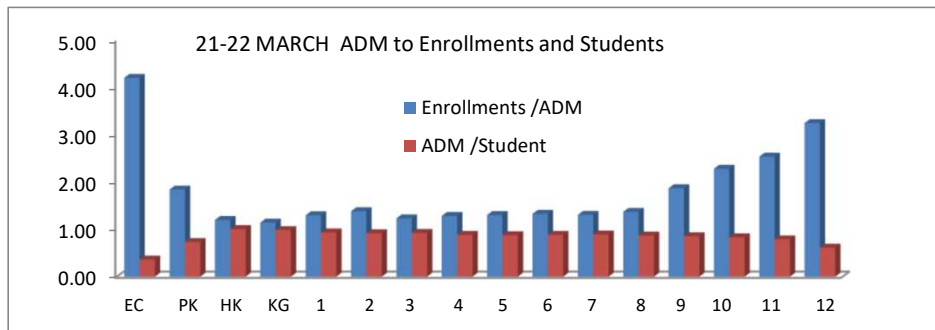
Initial meeting is scheduled with the Directors unit on March 8, 2022.

Initial meeting with Fireman and Oilers (Maintenance) will be scheduled for April.

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	506	333	287	120.29	100.00	4.21	0.36
PK	80	59	66	43.33	52.00	1.85	0.73
HK	133	110	114	112.56	105.00	1.20	1.01
KG	556	492	487	485.80	501.00	1.14	0.99
1	801	658	621	614.98	615.00	1.30	0.94
2	837	657	609	603.10	603.00	1.39	0.92
3	736	643	601	595.17	598.00	1.23	0.93
4	778	684	615	603.10	603.00	1.29	0.88
5	671	585	522.05	511.95	512.00	1.31	0.88
6	737	626	563.1	552.21	556.00	1.33	0.88
7	779	665	607.1	593.85	593.00	1.31	0.89
8	805	674	598.3	585.24	585.00	1.37	0.87
9	1244	775	686.25	662.53	662.00	1.87	0.86
10	1575	826	711.75	687.15	685.00	2.29	0.83
11	1592	792	647.2	624.83	625.00	2.54	0.79
12	1989	996	632.1	610.25	610.00	3.25	0.61
PS	444	328					
Total:	13819	9575	8367.85	8006.34	8005.00	1.72	0.84

+proj-budg> 1.34

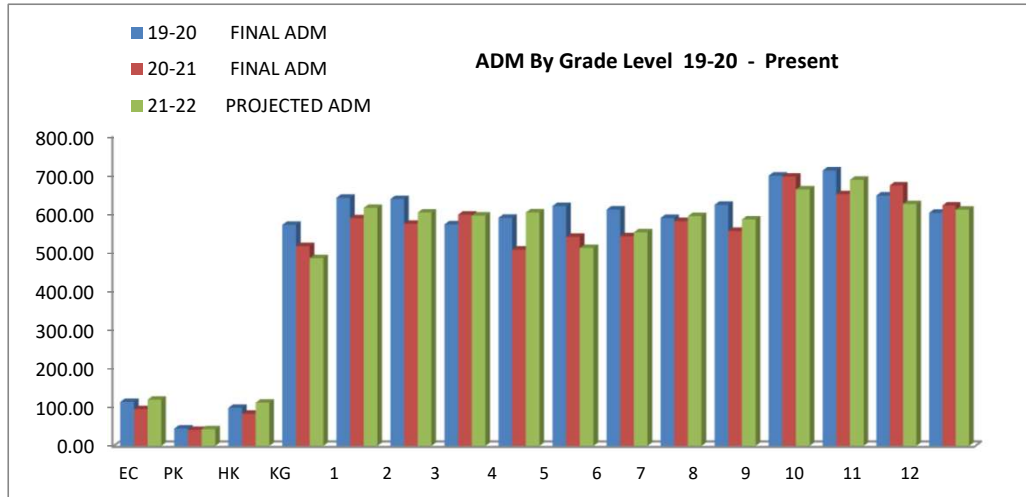


**Duluth Public Schools Projected Average Daily Membership (ADM) Report
MARCH 2022**

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Total:	13819	9575	8367.85	8006.34	8005.00	1.72	0.84

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GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.45	120.29	
PK	45.12	41.58	43.33	
HK	98.98	83.52	112.56	
KG	571.48	516.69	485.80	
1	641.06	588.40	614.98	
2	637.68	574.16	603.10	
3	572.54	597.62	595.17	
4	589.52	507.84	603.10	
5	619.65	540.73	511.95	
6	610.70	542.05	552.21	
7	589.04	581.07	593.85	
8	622.87	555.74	585.24	
9	697.70	695.44	662.53	
10	711.16	650.09	687.15	
11	646.82	672.61	624.83	
12	602.23	621.11	610.25	
Total:	8371.01	7864.10	8006.34	



Child Nutrition Report

February 2022

Human Resources Activity:

- New Employees Hired: 3
- Employee Resignations: 1

Jobs Open:

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

Meals and Food Production Activity:

Number of meals served in January 2022

Week of:	Breakfast 2/1/2022	Lunch 2/1/2022	Breakfast 2/7/2022	Lunch 2/7/2022	Breakfast 2/14/2022	Lunch 2/14/2022	Breakfast 2/28/2022	Lunch 2/28/2022	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	171	1378	252	1709	250	1697	47	349			720	5133	48	342
Denfeld	750	1916	896	2464	895	2492	149	484			2690	7356	179	490
East High	961	1950	1195	2489	1180	2444	191	449			3527	7332	235	489
Homecroft	369	870	562	1391	529	1391	95	291			1555	3943	104	263
Lakewood	263	636	329	788	316	770	59	145			967	2339	64	156
Lester Park	889	1458	1020	1836	1059	1866	155	355			3123	5515	208	368
Lincoln park	559	1609	726	2056	697	2034	111	396			2093	6095	140	406
Lowell	1071	1719	1272	2032	1235	2127	200	419			3778	6297	252	420
Laura Macart	682	821	887	1087	817	1043	148	212			2534	3163	169	211
Myers-Wilkins	735	1016	945	1300	967	1346	195	275			2842	3937	189	262
Ordean/East	340	2265	484	2811	424	2737	77	514			1325	8327	88	555
Piedmont	1114	1216	1364	1543	1307	1517	253	296			4038	4572	269	305
Rockridge	63	78	70	85	97	100	19	22			249	285	17	19
Stowe	569	752	703	968	736	962	118	193			2126	2875	142	192
Unity	35	68	40	75	40	64	10	20			125	227	10	19
	4 days	4 days	5 days	5 days	5 days	5 days	1 day	1 day						
Feb-22														
	8571	17752	10745	22634	10549	22590	1827	4420	0	0	31692	67396	2115	4497
Denfeld Supp	Mon-thurs	502		337		285						1124	TOTAL	
Daily average		167		169		143		0		0				

Supply Chain Funds

USDA is distributing funds to schools to assist with additional costs associated with supply chain issues. The State of Minnesota will be distributing these funds to School Lunch programs in Late March or early April. The funds are to be used for minimally processed, USA products. Items like milk, and fresh produce are examples. Duluth Public Schools will receive \$133,675.93 for the Food Service budget.

Facilities Management & Capital Project Status Report

February 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 143 work orders and are currently working on 201 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 sent to the contractor.

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

- Annual Tier II reporting completed (annual reporting of underground storage tanks per EPA requirements)
- 2nd labor management safety committee meeting of the year was held - past incidents and near misses were reviewed. Progress and direction of safety programs discussed.
- Final repairs made to district bleachers in order to achieve 5 year recertification
- District Wide E-team met - at this time the district E-team is going to fulfill the following roles:
 - On site E-team for UHG
 - Support group for in school e-teams during crises
 - Act as a central leadership group for district wide emergency response
- In order to increase accessibility of the SDS database, safety programs, forms and other resources, the safety webpage has moved. The webpage is now accessible from the Facilities Department webpage. <https://www.isd709.org/departments/facilities-management/health-safety>

Workers’ Compensation Activities

February 2022

- First report of incidents:----- 9
- OSHA recordable incidents:----- 2
- Days away from work:----- 34
- Days of restricted work:----- 23

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

- First report of incidents:----- 26
- OSHA recordable incidents:----- 7
- Days away from work:----- 66
- Days of restricted work:----- 23

March 2, 2022

John Magas
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

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

800 E. Central Entrance "Central High School Property"

- Under Contract

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

- Closed



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • 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 - February Report (2/1 - 2/21)

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- **Cybersecurity**
 - Google Security
 - Gmail
 - 1.2M Emails Accepted
 - 50K emails rejected
 - 62K were identified as Spam
 - 5.4K were identified as Phishing
 - 131K were identified as Spoofing
 - 0 emails were identified as Malware
 - Account Information
 - We have 10,546 active accounts
 - 23.7 TB of storage
 - 324.9K Files shared externally
 - 274 Suspicious login attempts
 - 1.1K Failed user login attempts
 - Data Loss Prevention (DLP) policy
 - 31 High Severity Incidents that were blocked on Google Drive
- **E-Rate RFP/Bid**
 - Bid 1300 Network Wireless Infrastructure - USAC Form 470 #220016578
 - Opening will be on Tuesday, March 1, 2022
 - This will go to the March 2022, School Board Meeting for review and approval
 - Estimated value is \$750,000 - \$1.1 Million
- **Technology Help Desk Tickets (2/1 - 2/21)**
 - 408 New Technology Support Tickets Created
 - 354 Tickets were resolved
 - 433 Tickets remain unresolved
 - 15h 8m Average 1st response time
 - 73h 21m Average resolution time
- **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
 - Bloom/Tierney Brother
 - Waiting to receive the AV cables/faceplates before I can work on a installation schedule to address the new SMART Board MX-286-V3 Displays and Audio Enhancement Sentinel audio amplification system in our K-2 classrooms

Transportation Report February 2022

New Purchases (of note)

Plan & Routing changes

- Trips planning
 - 75 trips happened in February.
 - So far 31 scheduled in March.
- Routing changes:
 - Daily changes per school requests.
- Versatrans is the transportation routing software.
- Daily changes on a total of 434 individual routes (routing, day changes, time changes, etc...). Ongoing.

Staffing (comments and concerns)

- 2 drivers started training
- Covid remains a concern, due to quarantine time.

COVID response

- Masks are mandated students and drivers while on the bus (with exceptions).
- Drivers have access to a Hudson sprayer with Virex to be used between routes for disinfection. Additionally, they have Alcohol wipes for their own driving area disinfection. Access to 2 electrostatic sprayers.

Bus Maintenance

- Maintenance on (non-transportation) vehicles “numerous”.
- A&B scheduled maintenance inspection (checklist of items checked on each bus)
- Jump starts x approx. 10
- Manual regenerations (multiple) (Emissions system)
- Electrical maintenance to correct wiring issues (ongoing)
- Bus services (Multiple)
- Gen maintenance

Fleet age

- Average fleet age 6.6 years
- Average Mileage is 75,333 (goal is 50,000 – 60,000)

General Issues

- As of February 7th 2022, the FMCSA has instituted the ELDT program for entry level drivers. This is a far more complex system than the previous and has required that Steven Johnson take lead on training since this is a new system and the protocol needs to be set. Also, since the ELDT requires that anyone training other drivers have a license the same or better than the one they are teaching for, this has removed a trainer as our router/trainer (Tobin) has not made that deadline.

HUMAN RESOURCES ACTION ITEMS FOR: MARCH 15, 2022

<u>CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
BOYUM, BROOKE L	SPEC ED EBD/EAST, (BA)III 2, NEW TEMP POS, ESSER FUNDING	2/04/2022	6/10/2022
DOLINSEK, KAELEN M	GRADE 4/LOWELL, (BA)III 1, C RUDOLPH LAVALIER, TEMP POS	1/31/2022	6/10/2022
FLEEK, JORDAN B	TEMP ASSIGNABLE TCHR/DW, (BA)III 1, TEMP POS	2/01/2022	6/10/2022
KENNEDY, GRACE M	SPEC ED/MERRITT CREEK, (BA)III 1, J ROYCRAFT	1/31/2022	
LANCRETE, PETER J	MATH INTERVENTIONIST TOSA/MYERS-WILKINS, (BA)III 8, N BROWMAN, TEMP POS	2/22/2022	6/10/2022
LUNDEEN, THORVO N	ELEM MUSIC SPECIALIST/LOWELL, (BA)III 1, K OLSON	2/14/2022	
MCKEEVER, JOSHUA P	TEMP ASSIGNABLE TCHR/DW, (MA)IV 6, TEMP POS	1/31/2022	6/10/2022
OSTERGREN, DAVID M	TEMP ASSIGNABLE TCHR/DW, (PH D) 7, TEMP POS	2/15/2022	6/10/2022
SPERL, MEGHAN J	SCHOOL COUNSELOR/CONGDON PARK, (MA)IV 1, L WENTWORTH	1/31/2022	
SULIIN, AHNA M	TEMP ASSIGNABLE TCHR/DW, (BA)III 1, TEMP POS	2/07/2022	6/10/2022
*PLACEHOLDER			
Total: 10			

<u>CERT LEAVE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
DOTSON, JAINA L	LTS GRADE 1/STOWE	1/10/2022	1/28/2022
EVERSON, TIMOTHY W	EMOTIONAL BEHAVIOR DISORDER/ORDEAN EAST	8/30/2022	6/09/2023
HORGESHIMER, JOHN P	BAND/ORDEAN EAST	1/04/2022	1/13/2022
MAXIM, GALEN M	OCCUPATIONAL SERVICES/DENFELD	2/28/2022	
POKRZYWINSKI, JOHN M	GRADE 6/ ORDEAN EAST	8/30/2022	6/09/2023
SCHNEIDERMAN, MARA E	SPEC ED SMI/EAST	3/08/2022	5/06/2022
TAALLERUD, MARY S	GRADE 6/ORDEAN EAST	8/30/2022	6/09/2023
*PLACEHOLDER			
Total: 7			

<u>CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
MCLERAN, TARA L	ECFE PARENT EDUCATOR/PIEDMONT	1/28/2022	
SMITH, ADDIE E	SEPC ED SOCIAL WORKER/LOWELL/CONGDON	2/25/2022	
GORDON, CYNTHIA J	SPEC ED SMI/LAURA MACARTHUR	6/10/2022	
NELSON, COLLEEN O	VISUAL ARTS/DENFELD	6/10/2022	
RUDOLPH, JOHN W	SCIENCE BIOLOGY/EAST	6/17/2022	
STAUDUHUAR, PENELOPE L	ENGLISH/DENFELD	6/10/2022	
STROM, ANNETTE B	LIFE SCIENCE/ORDEAN EAST, PREVIOUSLY ON LWOP	2/21/2022	
SWEDBERG, JUDITH M	PRE-KINDERGARTEN/DISTRICT WIDE	6/10/2022	
*PLACEHOLDER			
Total: 8			

<u>CERT TEMP DECREASE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
HOLLINDAY, GINA M	SOCIAL STUDIES/DENFELD, 1.0 TO .9	1/24/2022	6/10/2022
SCHROEDER, JESSICA L	LTS CHOIR/DENFELD, 1.0 TO .9	1/24/2022	6/10/2022
Total: 2			

<u>CERT TEMP INCREASE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
ALDRIDGE, JEANNA K	SPANISH/DENFELD, PHYSICAL SCIENCE/DENFELD, .8 TO .9	12/22/2021	6/10/2022
ASCHEMAN, CHARLOTTE M	WIN/ORDEAN EAST, 1/6 OVERLOAD	1/24/2022	6/10/2022
BROWN, LISA C	PRE-K/PIEDMONT, 1/6 OVERLOAD	2/01/2022	6/10/2022
CONLEY, CARRIE A	VISUAL ARTS/DENFELD, 1/6 OVERLOAD	1/24/2022	6/10/2022
DEROSIER, CHAD A	SPEC ED/HOMECROFT, 1/6 OVERLOAD	1/24/2022	6/10/2022
GOTTSCHALD, MEGAN R	SPEC ED/HOMECROFT, 1/6 OVERLOAD	1/24/2022	6/10/2022
JAROS, JENNIFER M	ECFE PARENT EDUCATOR/PIEDMONT, 1/6 OVERLOAD	1/31/2022	6/10/2022
KEDROWSKI, ASHLEY A	SCHOOL COUNSELOR/ORDEAN EAST, 1/6 OVERLOAD	10/19/2021	2/18/2022
KIMMES, LAURA L	ORCHESTRA/ORDEAN EAST/CHESTER CREEK, MUSIC/MERRITT CREEK, .6 TO .9	1/25/2021	6/10/2022
KLIMEK, BYRON T	ORCHESTRA/LINCOLN PARK/DENFELD, .8 TO .9	1/24/2022	6/10/2022
MOZOL, DIANE L	ECFE PARENT EDUCATOR/DW, 1/6 OVERLOAD	1/31/2022	6/10/2022
SEGLEM, SARAH K	SCHOOL COUNSELOR/ORDEAN EAST, 1/6 OVERLOAD	10/19/2021	2/18/2022
SMILANICH, DANIELLE C	FACS/ORDEAN EAST, SOCIAL STUDIES/EAST, .7 TO .8	2/02/2022	6/10/2022
SUNDAL, JENNIFER S	ECFE/PIEDMONT/DW, PRE-K/WASHINGTON CENTER, .85 TO 1.0	1/31/2022	6/10/2022
TWARDOWSKI, STEPHANIE A	SPEC ED ASD/DW, 1/6 OVERLOAD	8/31/2021	1/04/2022
WEBSTER, SAMANTHA A	ECFE/LESTER PARK, ECFE PARENT EDUCATOR/LESTER PARK, .925 TO 1.0	2/16/2022	6/10/2022
ZADDACK, AMBER L	SPEC ED ECSE/DW, 1/6 OVERLOAD	1/10/2022	6/10/2022
Total: 17			

<u>NON CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
BALSAVICH, JANEL E	PRE-SCHOOL PARA/PIEDMONT, 20/38WKS, \$16.40/HR, D HOLL, TEMP POS	2/08/2022	6/10/2022
BRUCE, CARYN J	PRE-SCHOOL PARA/STOWE, 22.5/38WKS, \$16.40/HR, J BERGSTAD, TEMP POS	1/31/2022	6/10/2022
FIELDS, DYLAN D	SUPV PARA/LINCOLN PARK, 35/38WKS, \$15.48/HR, NEW POS	2/28/2022	
GRAHAM, ELIZABETH J	SPEC ED BW PARA/CONGDON, 31.25/38WKS, \$16.40/HR, A GORHAM, TEMP POS	2/14/2022	6/10/2022
HEGGESTAD, MARK J	PRE-SCHOOL FLOAT PARA/DW, 39/38WKS, \$16.40/HR, L BJORSEN, TEMP POS	2/07/2022	6/10/2022
JOY, STEPHANIE G	OSSS/HOMECROFT, 40/52WKS, \$18.96/HR,	1/26/2022	
KASAPIDIS, JEREMY E	AUTO MECHANIC/TRANSPORTATION, 40/52WKS, \$24.48/HR, T MAKI	2/22/2022	
LAURION, ASHLEY L	OSS ATTENDANCE/EAST, 40/44WKS, \$15.79/HR, K WILSON	2/14/2022	
MENSING, BRETT S	BUSINESS SVCS COORD, EXEC ASST/BUSINESS SVCS/UHG, 40/52WKS, \$1,032/WK, J DOLENTZ	2/28/2022	
OLBERG, JAELAH S	SUPV PARA/ORDEAN EAST, 25/38WKS, \$15.48/HR, J ERJAVEC	2/14/2022	
PEDERSON, KARYN A	SPEC ED BW PARA/STOWE, 31.25/38WKS, \$16.40/HR, NEW TEMP POS	1/31/2022	6/10/2022
POHL, EMILY J	INTEGRATION SPECIALIST/LINCOLN PARK, 40/40 WKS, \$39,238/YR, D BANGOURA	2/28/2022	
PRUDEN, MICHAEL D	SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$19.54/HR, R TREMBLE	1/31/2022	
RAKOWSKY, BETH A	HEALTH ASST LPN PARA/LAURA MACARTHUR, 31.25/38WKS, \$20.45/HR, K KLOBUCHAR	1/27/2022	
*PLACEHOLDER			
Total: 14			

<u>NON CERT LEAVE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
BECHTOLD, BRENDA S	FOOD SERVICE HELPER/ORDEAN EAST	1/24/2022	1/27/2022
BECHTOLD, BRENDA S	FOOD SERVICE HELPER/ORDEAN EAST	2/28/2022	3/03/2022
CANAVAN, KELLY B	SPEC ED PARA/ORDEAN EAST	1/10/2022	1/18/2022
DELUCA, JUSTINA I	SPEC ED PARA/EAST	1/06/2022	
DIVER, AMBER L	FOOD SERVICE HELPER/STOWE	1/24/2022	1/28/2022
DUVALL, JACQUELINE E	SPEC ED PARA/EAST	1/10/2022	1/14/2022
ERDAHL, RACHEL L	SPEC ED PARA/ORDEAN EAST	1/10/2022	1/20/2022
FULLER, HANNA L	SUPV PARA/DENFELD	1/24/2022	1/31/2022
FULLER, HANNA L	SUPV PARA/DENFELD	1/10/2022	1/20/2022
GOODREAU, MARIAH M	SPEC ED PARA/LAURA MACARTHUR	1/04/2022	1/14/2022
HAMLIN, HANNAH J	SPEC ED PARA/STOWE	1/10/2022	1/14/2022
HARRIS-MCCLELLAN, PATSY A	FOOD SERVICE HELPER/EAST	1/25/2022	1/28/2022
HOWARD, APRIL M	SUPV PARA/LINCOLN PARK	1/25/2022	1/28/2022
LAWREY, ELYSE Y	OSSS/FINANCE	1/10/2022	
LY, NAM H	FOOD SERVICE HELPER/HOMECROFT	1/10/2022	1/20/2022
MAXIM, KOURTNEY A	PRE-SCHOOL PARA/LAURA MACARTHUR	1/13/2022	1/20/2022
MCDONALD PUERINGER, LIGIA	JOB COACH PARA/DW	1/10/2022	1/20/2022
MEECE, ERIKA A	FOOD SERVICE HELPER/LINCOLN PARK	2/14/2022	2/18/2022
PRIVETT, WENDY J	FOOD SERVICE MANAGER/LOWELL	4/25/2022	5/10/2022
RAPP, GEORGENE S	OSS/DENFELD	2/15/2022	
ROTHER, DESIREE J	SPEC ED PARA/EAST	3/09/2022	6/10/2022
SERRA-WIBERG, PATRICIA S	PRE-SCHOOL PARA/PIEDMONT	1/10/2022	1/13/2022
SPECHT, NATHAN T	SPEC BW PARA/ORDEAN EAST	3/07/2022	3/11/2022
SWARD, VICKI M	FOOD SERVICE HELPER/ORDEAN EAST	2/28/2022	3/07/2022
WHITE, KEVIN M	SUPV PARA/ORDEAN EAST	1/11/2022	1/14/2022
WINTER, LAURA B	CULTURAL IMMERSION PARA/LOWELL	1/13/2022	6/10/2022
*PLACEHOLDER			
Total: 26			

<u>NON CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
CANAVAN, KELLY B	SPEC ED PARA/ORDEAN EAST	2/15/2022	
EAST, MATTHEW A	CHECK AND CONNECT PARA/ORDEAN EAST	1/25/2022	
PIORO, JACOB	SUPV PARA/ORDEAN EAST	2/11/2022	
*PLACEHOLDER			
Total: 3			

<u>NON CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
MASSIE, BEVERLY C	SPEC ED PARA/EAST	6/10/2022	
TRUONG, SI	SECOND SHIFT ENGINEER II/HOMECROFT	3/22/2022	
*PLACEHOLDER			
Total: 2			

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

7-Mar-22

3/2/2022

REVENUES	21-22			21-22		21-22		21-22	
	CURRENT YEAR ADOPTED BUDGET		REVISED BUDGET	RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July -June 2022	July -June 2022		July -June 2022		July- June 2022	
General	1	\$ 101,087,520.51	\$	102,838,108.43	\$	53,321,885.13			\$ 49,516,223.30
Food Service	2	\$ 3,945,850.00	\$	3,945,850.00	\$	2,576,407.15			\$ 1,369,442.85
Transportation	3	\$ 6,504,716.31	\$	6,504,716.31	\$	2,162,197.99			\$ 4,342,518.32
Community Ed	4	\$ 7,830,758.86	\$	8,175,808.40	\$	4,282,903.13			\$ 3,892,905.27
Operating Captial	5	\$ 7,387,117.02	\$	7,387,117.02	\$	3,580,089.12	\$ -		\$ 3,807,027.90
Building Construction	6		\$	31,497,610.17	\$	31,497,610.17			\$ -
Debt Service Fund	7	\$ 22,660,833.56	\$	22,660,833.56	\$	2,303,689.48			\$ 20,357,144.08
Trust Fund	8	\$ 251,075.00	\$	251,075.00					\$ 251,075.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	588,779.53			\$ 228,220.47
Student Acitivity Co-Curric	71		\$	-	\$	-			\$ -
Student Acitivity	79		\$	109,566.35	\$	109,566.35			\$ -
	98	\$ -	\$	-	\$	-			\$ -
	99	\$ -	\$	-	\$	-			\$ -
REVENUE	TOTALS:	\$ 150,484,871.26	\$	184,187,685.24	\$	100,423,128.05	\$ -	\$ -	\$ 83,764,557.19

EXPENSES	21-22			21-22		21-22		21-22	
	CURRENT YEAR ADOPTED BUDGET		REVISED BUDGET	EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June	July - June		July -June		July-June	
General	1	\$ 100,806,716.16	\$	102,874,161.00	\$	60,763,180.98	\$ 2,767,555.99		\$ 39,343,424.03
Food Service	2	\$ 4,243,339.99	\$	4,243,339.99	\$	2,292,061.66	\$ 686,677.88		\$ 1,264,600.45
Transportation	3	\$ 6,110,465.19	\$	6,110,465.19	\$	4,102,061.30	\$ 223,492.57		\$ 1,784,911.32
Community Ed	4	\$ 8,233,997.45	\$	8,610,508.98	\$	4,246,170.88	\$ 31,824.82		\$ 4,332,513.28
Operating Captial	5	\$ 8,055,997.62	\$	8,055,997.62	\$	4,429,019.22	\$ 428,699.56		\$ 3,198,278.84
	6	\$ -	\$	2,960,495.24	\$	2,755,738.71	\$ 204,756.53		\$ 0.00
Debt Service Fund	7	\$ 23,166,651.00	\$	23,166,651.00	\$	25,056,577.81			\$ (1,889,926.81)
Trust Fund	8	\$ 250,000.00	\$	250,000.00					\$ 250,000.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	459,754.13			\$ 357,245.87
Student Acitivity Co-Curric	71		\$						\$ -
Student Acitivity	79		\$	33,774.66	\$	33,774.66			\$ -
	98		\$						\$ -
	99		\$						\$ -
EXPENSE	TOTALS	\$ 151,684,167.41	\$	157,122,393.68	\$	104,138,339.35	\$ -	\$ 4,343,007.35	\$ 48,641,046.98

Esser 11	Expenses	Fund 06	Expenses	Fund 01 Student Activity		
Fin 155	\$4,924,734.75	debt serv payment/prof serv course 000/000	\$ 1,004,734.92	Prog 291-298	Revenue	\$ 804,714.34
		admin owner pymnt course 800	\$ 111,532.69	Prog 291-298	Expenses	\$ 966,563.99
		admin design serv course 801	\$ 655,416.65			
		admin constru mngmt course 802	\$ 298,445.00			
		admin commissions course 803	\$ (6,426.38)			
		interior surf constr costs course 804	\$ 879,909.93			
		admin site services 805	\$ 16,194.83			
		long term lease 806	\$ 687.60			
			\$ 2,960,495.24			

Budget Changes Report

Duluth Public Schools ISD #709

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 R 005 740 499 400 000	PROJECT AWARE MDE - FED AID THRU MDE	373,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 145 000	PROJECT AWARE MDE - SUB TEACHER	5,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 156 000	PROJECT AWARE MDE - SOC WRKR SALARY	132,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 185 000	PROJECT AWARE MDE - STIPENDS	10,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 210 000	PROJECT AWARE MDE - FICA/MEDICARE	10,700.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 214 000	PROJECT AWARE MDE - PERA	10,997.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 218 000	PROJECT AWARE MDE - TRA	35,300.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 220 000	PROJECT AWARE MDE - HEALTH INS	200.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 230 000	PROJECT AWARE MDE - LIFE INS	600.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 235 000	PROJECT AWARE MDE - DENTAL INS	250.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 240 000	PROJECT AWARE MDE - LTD INS	8,500.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 251 000	PROJECT AWARE MDE - HRA	700.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 270 000	PROJECT AWARE MDE - WORKERS COMP	80.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 303 000	PROJECT AWARE MDE - FED CONTRACTS < 25k	16,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 366 000	PROJECT AWARE MDE - TRAVEL/CONFERENCE	20,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 401 000	PROJECT AWARE MDE - GENERAL SUPPLIES	19,173.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 430 000	PROJECT AWARE MDE - CLASSROOM SUPPLIES	59,500.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 005 740 499 895 000	PROJECT AWARE MDE - INDIRECT COSTS	30,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 215 740 499 401 000	PROJECT AWARE MDE DFLD - PBIS GENERAL	4,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 225 740 499 401 000	PROJECT AWARE MDE LPMS - PBIS GENERAL	3,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 500 740 499 401 000	PROJECT AWARE MDE LKWD - PBIS GENERAL	1,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 520 740 499 401 000	PROJECT AWARE MDE LWLL - PBIS GENERAL	2,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 525 740 499 401 000	PROJECT AWARE MDE LMAC - PBIS GENERAL	2,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 550 740 499 401 000	PROJECT AWARE MDE PIED - PBIS GENERAL	2,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
04 R 005 740 499 400 000	PROJECT AWARE MDE PRE-K - FED AID THRU	2,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
04 E 005 740 499 401 000	PROJECT AWARE MDE PRE-K - PBIS GENERAL	2,000.00	0.00	02/01/2022	Christopher Peterson	020122CP
01 E 540 216 401 140 000	TTL I CURYR MWKN SALARY-LIC TCHR	0.00	71,043.78	02/07/2022	Christopher Peterson	020722CP
01 E 540 216 401 143 000	TTL I CURYR MWKN LIC INST SUP	71,043.78	0.00	02/07/2022	Christopher Peterson	020722CP
01 E 225 050 000 305 000	SCH ADMIN LPMS CONTRACTED SERV	0.00	22.04	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 305 000	SCH ADMIN LPMS CONTRACTED SERV	0.00	2,096.92	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 305 000	SCH ADMIN LPMS CONTRACTED SERV	0.00	847.71	02/09/2022	Susan Archambeau-	SB020922

Budget Changes Report

Duluth Public Schools ISD #709

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 225 050 000 405 000	SCH ADMIN LPMS SOFTWARE & LIC	22.04	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 430 000	SCH ADMIN LPMS CLASSROOM SUPPLY	191.00	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 455 000	SCH ADMIN LPMS NON-INSTR TECH SUPPLIES	1,123.54	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 460 000	SCH ADMIN LPMS TEXTS-WKBK-EBOOK	63.00	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 490 000	SCH ADMIN LPMS FOOD	719.38	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 555 000	SCH ADMIN LPMS TECHNOLOGY EQUIP	313.71	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 050 000 820 000	SCH ADMIN LPMS DUES/LIC FEES	534.00	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 211 000 460 000	SEC ED LPMS TEXTS-WKBK-EBOOK	0.00	800.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 211 000 490 000	SEC ED LPMS FOOD	800.00	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 211 317 366 000	MS CMPED-D LPMS MILEAGE	0.00	1,000.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 211 317 401 000	MS CMPED-D LPMS GENERAL SUPPLY	500.00	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 225 211 317 490 000	MS CMPED-D LPMS FOOD	500.00	0.00	02/09/2022	Susan Archambeau-	SB020922
01 E 005 412 740 433 000	SPSV ECSEST DW INDIV INSTR SUPP	0.00	3,000.00	02/10/2022	Angela Sepp	Supplies
01 E 005 416 740 433 000	SPSV SMI ST DW INDIV INSTR SUPP	3,000.00	0.00	02/10/2022	Angela Sepp	Supplies
01 R 215 292 000 099 701	ALPINE SKIING- BOYS/GIRLS MISC REVENUE	1.79	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 292 000 099 704	CROSS COUNTRY- BOYS/GIRLS MISC REVENUE	4,446.92	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 292 000 099 709	NORDIC SKIING- BOYS/GIRLS MISC REVENUE	3,718.27	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 702	BASEBALL- BOYS MISC REVENUE	10,618.65	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 703	BASKETBALL- BOYS MISC REVENUE	-312.66	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 705	FOOTBALL- BOYS MISC REVENUE	2,894.54	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 706	GOLF- BOYS MISC REVENUE	1,686.79	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 707	HOCKEY- BOYS MISC REVENUE	-195.82	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 708	LACROSSE- BOYS MISC REVENUE	6,175.20	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 710	SOCCER- BOYS MISC REVENUE	760.33	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 712	SWIMMING- BOYS MISC REVENUE	0.74	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 294 000 099 713	TENNIS- BOYS MISC REVENUE	53.16	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 296 000 099 703	BASKETBALL- GIRLS MISC REVENUE	797.11	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 296 000 099 710	SOCCER- GIRLS MISC REVENUE	290.21	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 296 000 099 711	SOFTBALL- GIRLS MISC REVENUE	14,132.33	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 296 000 099 712	SWIMMING- GIRLS MISC REVENUE	1,962.73	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 296 000 099 713	TENNIS- GIRLS MISC REVENUE	1,718.98	0.00	02/17/2022	Christopher Peterson	021722CP

Budget Changes Report

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 R 215 296 000 099 714	TRACK- GIRLS MISC REVENUE	875.93	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 296 000 099 715	VOLLEYBALL- GIRLS MISC REVENUE	1,978.30	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 096 420	SA XCUR DHS GENERAL FUNDS - DONATIONS	4,035.33	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 420	SA XCUR DHS GENERAL FUNDS - MISC REV	5,578.52	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 421	SA XCUR DHS GRANTS - MISC REV	19,949.12	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 422	SA XCUR DHS LIBRARY/MEDIA - MISC REV	841.92	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 427	SA XCUR DHS CTE - MISC REV	1,012.21	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 428	SA XCUR DHS PHYSICAL EDUCATION - MISC REV	8.49	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 430	SA XCUR DHS MATH - MISC REV	809.76	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 431	SA XCUR DHS BAND - MISC REV	7,605.14	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 432	SA XCUR DHS CHOIR - MISC REV	6,855.00	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 436	SA XCUR DHS ADVANCED PLACEMENT - MISC	3,527.98	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 438	SA XCUR DHS DRAMA - MISC REV	10,660.62	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 440	SA XCUR DHS DEBATE - MISC REV	2,357.82	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 450	SA XCUR DHS NATIVE AMER STUDENTS - MISC	121.34	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 452	SA XCUR DHS COOKIE/ POPCORN FUND - MISC	5,072.45	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 454	SA XCUR DHS BUSINESS ED - MISC REV	2,086.35	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 458	SA XCUR DHS DELI/CATERING - MISC REV	7,839.09	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 464	SA XCUR DHS SPEECH - MISC REV	6,823.97	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 466	SA XCUR DHS GAY STRAIGHT - MISC REV	181.34	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 467	SA XCUR DHS NHS - MISC REV	5,377.27	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 470	SA XCUR DHS CONCESSION/VENDING - MISC REV	1,215.55	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 480	SA XCUR DHS HOSA - MISC REV	2,993.35	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 481	SA XCUR DHS VICA SKILLS - MISC REV	880.81	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 490	SA XCUR DHS PARENT INVOLVEMENT - MISC REV	3,466.12	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 491	SA XCUR DHS PBIS - MISC REV	1,092.76	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 700	SA XCUR DHS ATHLETICS - MISC REV	14,597.07	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 215 298 000 099 719	SA XCUR DHS PSS - MISC REV	53,036.06	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 292 000 401 701	ALPINE SKIING- BOYS/GIRLS GEN SUPPLIES	1.79	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 292 000 401 704	CROSS COUNTRY- BOYS/GIRLS GEN SUPPLIES	4,446.92	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 292 000 401 709	NORDIC SKIING- BOYS/GIRLS GEN SUPPLIES	3,718.27	0.00	02/17/2022	Christopher Peterson	021722CP

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 215 294 000 401 702	BASEBALL- BOYS GEN SUPPLIES	10,618.65	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 703	BASKETBALL- BOYS GEN SUPPLIES	-312.66	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 705	FOOTBALL- BOYS GEN SUPPLIES	2,894.54	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 706	GOLF- BOYS GEN SUPPLIES	1,686.79	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 707	HOCKEY- BOYS GEN SUPPLIES	-195.82	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 708	LACROSSE- BOYS GEN SUPPLIES	6,175.20	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 710	SOCCER- BOYS GEN SUPPLIES	760.33	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 712	SWIMMING- BOYS GEN SUPPLIES	0.74	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 294 000 401 713	TENNIS- BOYS GEN SUPPLIES	53.16	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 296 000 401 703	BASKETBALL- GIRLS GEN SUPPLIES	797.11	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 296 000 401 710	SOCCER- GIRLS GEN SUPPLIES	290.21	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 296 000 401 711	SOFTBALL- GIRLS GEN SUPPLIES	14,132.33	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 296 000 401 712	SWIMMING- GIRLS GEN SUPPLIES	1,962.73	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 296 000 401 713	TENNIS- GIRLS GEN SUPPLIES	1,718.98	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 296 000 401 714	TRACK- GIRLS GEN SUPPLIES	875.93	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 296 000 401 715	VOLLEYBALL- GIRLS GEN SUPPLIES	1,978.30	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 420	SA XCUR DHS GENERAL FUNDS - SUPPLIES	9,613.85	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 421	SA XCUR DHS GRANTS - SUPPLIES	19,949.12	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 422	SA XCUR DHS LIBRARY/MEDIA - SUPPLIES	841.92	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 427	SA XCUR DHS CTE - SUPPLIES	1,012.21	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 428	SA XCUR DHS PHYSICAL EDUCATION - SUPPLIES	8.49	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 430	SA XCUR DHS MATH - SUPPLIES	809.76	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 431	SA XCUR DHS BAND - SUPPLIES	7,605.14	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 432	SA XCUR DHS CHOIR - SUPPLIES	6,855.00	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 436	SA XCUR DHS ADVANCED PLACEMENT -	3,527.98	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 438	SA XCUR DHS DRAMA - SUPPLIES	10,660.62	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 440	SA XCUR DHS DEBATE - SUPPLIES	2,357.82	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 450	SA XCUR DHS NATIVE AMER STUDENTS -	121.34	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 452	SA XCUR DHS COOKIE/POPCORN FUND -	5,072.45	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 454	SA XCUR DHS BUSINESS ED - SUPPLIES	2,086.35	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 458	SA XCUR DHS DELI/CATERING - SUPPLIES	7,839.09	0.00	02/17/2022	Christopher Peterson	021722CP

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 215 298 000 401 464	SA XCUR DHS SPEECH - SUPPLIES	6,823.97	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 466	SA XCUR DHS GAY STRAIGHT - SUPPLIES	181.34	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 467	SA XCUR DHS NHS - SUPPLIES	5,377.27	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 470	SA XCUR DHS CONCESSION/VENDING - SUPPLIES	1,215.55	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 480	SA XCUR DHS HOSA - SUPPLIES	2,993.35	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 481	SA XCUR DHS VICA SKILLS - SUPPLIES	880.81	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 490	SA XCUR DHS PARENT INVOLVEMENT - SUPPLIES	3,466.12	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 491	SA XCUR DHS PBIS - SUPPLIES	1,092.76	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 700	SA XCUR DHS ATHLETICS - SUPPLIES	14,597.07	0.00	02/17/2022	Christopher Peterson	021722CP
01 E 215 298 000 401 719	SA XCUR DHS PSS - SUPPLIES	53,036.06	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 096 463	SA XCUR DHS ROBOTICS - MISC REV	5,658.49	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 096 465	SA XCUR DHS STUDENT COUNCIL - MISC REV	4,057.24	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 096 470	SA XCUR DHS HUNTER SHACK - MISC REV	3,341.26	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 423	SA XCUR DHS YEARBOOK - MISC REV	16,307.79	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 425	SA XCUR DHS ART - MISC REV	141.53	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 429	SA XCUR DHS PHYSICS - MISC REV	1,928.63	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 439	SA XCUR DHS GUIDANCE - MISC REV	4,636.74	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 451	SA XCUR DHS CHEERLEADERS - MISC REV	552.56	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 455	SA XCUR DHS PROM - MISC REV	809.66	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 460	SA XCUR DHS SENIOR CLASS - MISC REV	1,925.92	0.00	02/17/2022	Christopher Peterson	021722CP
79 R 215 298 000 099 461	SA XCUR DHS KEY CLUB - MISC REV	1,348.60	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 423	SA XCUR DHS YEARBOOK - SUPPLIES	16,307.79	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 425	SA XCUR DHS ART - SUPPLIES	141.53	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 429	SA XCUR DHS PHYSICS - SUPPLIES	1,928.63	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 439	SA XCUR DHS GUIDANCE - SUPPLIES	4,636.74	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 451	SA XCUR DHS CHEERLEADERS - SUPPLIES	552.56	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 455	SA XCUR DHS PROM - SUPPLIES	809.66	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 460	SA XCUR DHS SENIOR CLASS - SUPPLIES	1,925.92	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 461	SA XCUR DHS KEY CLUB - SUPPLIES	1,348.60	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 463	SA XCUR DHS ROBOTICS - SUPPLIES	5,658.49	0.00	02/17/2022	Christopher Peterson	021722CP
79 E 215 298 000 401 465	SA XCUR DHS STUDENT COUNCIL - SUPPLIES	4,057.24	0.00	02/17/2022	Christopher Peterson	021722CP

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
79 E 215 298 000 401 470	SA XCUR DHS HUNTER SHACK - SUPPLIES	3,341.26	0.00	02/17/2022	Christopher Peterson	021722CP
01 R 220 292 000 099 700	ATHLETICS DEPT- BOYS/GIRLS MISC REVENUE	4,663.60	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 292 000 099 701	ALPINE SKIING- BOYS/GIRLS MISC REVENUE	373.78	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 292 000 099 704	CROSS COUNTRY- BOYS/GIRLS MISC REVENUE	657.23	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 292 000 099 709	NORDIC SKIING- BOYS/GIRLS MISC REVENUE	3,455.73	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 292 000 099 720	EHS STADIUM- BOYS/GIRLS MISC REVENUE	17,807.65	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 702	BASEBALL- BOYS MISC REVENUE	117.79	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 703	BASKETBALL- BOYS MISC REVENUE	1,650.72	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 705	FOOTBALL- BOYS MISC REVENUE	2,196.57	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 706	GOLF- BOYS MISC REVENUE	5,407.73	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 710	SOCCER- BOYS MISC REVENUE	789.09	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 712	SWIMMING- BOYS MISC REVENUE	26.25	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 713	TENNIS- BOYS MISC REVENUE	283.24	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 294 000 099 714	TRACK- BOYS MISC REVENUE	188.81	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 296 000 099 703	BASKETBALL- GIRLS MISC REVENUE	424.40	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 296 000 099 710	SOCCER- GIRLS MISC REVENUE	4,814.73	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 296 000 099 711	SOFTBALL- GIRLS MISC REVENUE	225.00	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 296 000 099 712	SWIMMING- GIRLS MISC REVENUE	1,717.94	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 296 000 099 713	TENNIS- GIRLS MISC REVENUE	8,030.94	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 296 000 099 715	VOLLEYBALL- GIRLS MISC REVENUE	2,283.99	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 420	SA XCUR EHS GENERAL FUND - MISC REV	10,880.74	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 424	SA XCUR EHS KNOWLEDGE BOWL - MISC REV	605.59	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 428	SA XCUR EHS PHYSICAL EDUCATION - MISC REV	1,752.61	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 431	SA XCUR EHS BAND GENERAL FUND - MISC REV	11,689.89	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 432	SA XCUR EHS CHOIR GENERAL FUND - MISC REV	5,829.80	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 433	SA XCUR EHS MUSIC GENERAL FUND - MISC REV	14,347.59	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 434	SA XCUR EHS ORCHESTRA GENERAL FUND -	15,828.54	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 436	SA XCUR EHS ADVANCED PLACEMENT - MISC	17,604.13	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 437	SA XCUR EHS BOOK FUND - MISC REV	5,858.62	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 438	SA XCUR EHS DRAMA - MISC REV	10,547.75	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 439	SA XCUR EHS GUIDANCE - MISC REV	1,263.28	0.00	02/17/2022	Christopher Peterson	021722CPA

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 R 220 298 000 099 441	SA XCUR EHS SOCIAL SCIENCE - MISC REV	560.87	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 442	SA XCUR EHS FOREIGN LANGUAGE - MISC REV	3,269.36	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 466	SA XCUR EHS G&S ALLIANCE - MISC REV	2,683.07	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 467	SA XCUR EHS NHS - MISC REV	3,792.10	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 468	SA XCUR EHS RACHEL BONZO - MISC REV	900.00	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 469	SA XCUR EHS RACHEL SANDELL AWARD - MISC	2,876.40	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 716	SA XCUR EHS NOPER FOUNDATION - MISC REV	8,745.00	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 220 298 000 099 717	SA XCUR EHS SPONSORSHIPS - MISC REV	23,577.79	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 292 000 401 700	ATHLETICS DEPT- BOYS/GIRLS GEN SUPPLIES	4,663.60	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 292 000 401 701	ALPINE SKIING- BOYS/GIRLS GEN SUPPLIES	373.78	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 292 000 401 704	CROSS COUNTRY- BOYS/GIRLS GEN SUPPLIES	657.23	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 292 000 401 709	NORDIC SKIING- BOYS/GIRLS GEN SUPPLIES	3,455.73	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 292 000 401 720	EHS STADIUM- BOYS/GIRLS GEN SUPPLIES	17,807.65	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 702	BASEBALL- BOYS GEN SUPPLIES	117.79	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 703	BASKETBALL- BOYS GEN SUPPLIES	1,650.72	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 705	FOOTBALL- BOYS GEN SUPPLIES	2,196.57	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 706	GOLF- BOYS GEN SUPPLIES	5,407.73	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 710	SOCCER- BOYS GEN SUPPLIES	789.09	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 712	SWIMMING- BOYS GEN SUPPLIES	26.25	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 713	TENNIS- BOYS GEN SUPPLIES	283.24	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 294 000 401 714	TRACK- BOYS GEN SUPPLIES	188.81	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 296 000 401 703	BASKETBALL- GIRLS GEN SUPPLIES	424.40	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 296 000 401 710	SOCCER- GIRLS GEN SUPPLIES	4,814.73	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 296 000 401 711	SOFTBALL- GIRLS GEN SUPPLIES	225.00	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 296 000 401 712	SWIMMING- GIRLS GEN SUPPLIES	1,717.94	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 296 000 401 713	TENNIS- GIRLS GEN SUPPLIES	8,030.94	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 296 000 401 715	VOLLEYBALL- GIRLS GEN SUPPLIES	2,283.99	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 420	SA XCUR EHS GENERAL FUNDS - SUPPLIES	10,880.74	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 424	SA XCUR EHS KNOWLEDGE BOWL - SUPPLIES	605.59	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 428	SA XCUR EHS PHYSICAL EDUCATION - SUPPLIES	1,752.61	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 431	SA XCUR EHS BAND - SUPPLIES	11,689.89	0.00	02/17/2022	Christopher Peterson	021722CPA

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 220 298 000 401 432	SA XCUR EHS CHOIR - SUPPLIES	5,829.80	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 433	SA XCUR EHS MUSIC - SUPPLIES	14,347.59	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 434	SA XCUR EHS ORCHESTRA - SUPPLIES	15,828.54	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 436	SA XCUR EHS ADVANCED PLACEMENT -	17,604.13	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 437	SA XCUR EHS BOOK FUND - SUPPLIES	5,858.62	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 438	SA XCUR EHS DRAMA - SUPPLIES	10,547.75	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 439	SA XCUR EHS GUIDANCE - SUPPLIES	1,263.28	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 441	SA XCUR EHS SOCIAL SCIENCE - SUPPLIES	560.87	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 442	SA XCUR EHS FOREIGN LANGUAGE - SUPPLIES	3,269.36	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 466	SA XCUR EHS G&S ALLIANCE - SUPPLIES	2,683.07	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 467	SA XCUR EHS NHS - SUPPLIES	3,792.10	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 468	SA XCUR EHS RACHEL BONZO - SUPPLIES	900.00	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 469	SA XCUR EHS RACHEL SANDELL AWARD -	2,876.40	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 716	SA XCUR EHS NOPER FOUNDATION - SUPPLIES	8,745.00	0.00	02/17/2022	Christopher Peterson	021722CPA
01 E 220 298 000 401 717	SA XCUR EHS SPONSORSHIPS - SUPPLIES	23,577.79	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 423	SA XCUR EHS YEARBOOK - MISC REVENUE	708.12	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 429	SA XCUR EHS SCIENCE - MISC REV	3,805.24	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 450	SA XCUR EHS AMNESTY INTL - MISC REV	230.00	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 451	SA XCUR EHS CHEERLEADERS - MISC REV	1,309.35	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 452	SA XCUR EHS COOKIE/POPCORN FUND - MISC	621.46	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 453	SA XCUR EHS DANCE TEAM - MISC REV	6,156.92	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 454	SA XCUR EHS DULUTH BUSINESS ED - MISC REV	14,467.29	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 455	SA XCUR EHS EAST ASSOC - MISC REV	2,413.96	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 456	SA XCUR EHS EAST FLY-TYING - MISC REV	614.78	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 457	SA XCUR EHS ENGINEERING DESIGN - MISC REV	647.50	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 458	SA XCUR EHS FOODS PROGRAM - MISC REV	11,719.92	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 459	SA XCUR EHS GREEN CLUB - MISC REV	945.51	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 460	SA XCUR EHS JUNIOR - MISC REV	3,047.95	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 461	SA XCUR EHS KEY CLUB - MISC REV	2,414.99	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 462	SA XCUR EHS NEWSPAPER - MISC REV	3,347.57	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 463	SA XCUR EHS ROBOTICS - MISC REV	869.28	0.00	02/17/2022	Christopher Peterson	021722CPA

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
79 R 220 298 000 099 464	SA XCUR EHS SPEECH - MISC REV	4,131.30	0.00	02/17/2022	Christopher Peterson	021722CPA
79 R 220 298 000 099 465	SA XCUR EHS STUDENT COUNCIL - MISC REV	13,777.21	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 423	SA XCUR EHS YEARBOOK - SUPPLIES	708.12	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 429	SA XCUR EHS SCIENCE - SUPPLIES	3,805.24	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 450	SA XCUR EHS AMNESTY INTL - SUPPLIES	230.00	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 451	SA XCUR EHS CHEERLEADERS - SUPPLIES	1,309.35	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 452	SA XCUR EHS COOKIE/ POPCORN FUND -	621.46	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 453	SA XCUR EHS DANCE TEAM - SUPPLIES	6,156.92	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 454	SA XCUR EHS DULUTH BUSINESS ED - SUPPLIES	14,467.29	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 455	SA XCUR EHS EAST ASSOC - SUPPLIES	2,413.96	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 456	SA XCUR EHS EAST FLY-TYING - SUPPLIES	614.78	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 457	SA XCUR EHS ENGINEERING DESIGN - SUPPLIES	647.50	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 458	SA XCUR EHS FOODS PROGRAM - SUPPLIES	11,719.92	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 459	SA XCUR EHS GREEN CLUB - SUPPLIES	945.51	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 460	SA XCUR EHS JUNIOR - SUPPLIES	3,047.95	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 461	SA XCUR EHS KEY CLUB - SUPPLIES	2,414.99	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 462	SA XCUR EHS NEWSPAPER - SUPPLIES	3,347.57	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 463	SA XCUR EHS ROBOTICS - SUPPLIES	869.28	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 464	SA XCUR EHS SPEECH - SUPPLIES	4,131.30	0.00	02/17/2022	Christopher Peterson	021722CPA
79 E 220 298 000 401 465	SA XCUR EHS STUDENT COUNCIL - SUPPLIES	13,777.21	0.00	02/17/2022	Christopher Peterson	021722CPA
01 R 335 292 000 099 701	BOYS/GIRLS- OEMS SKIING MISC REVENUE	1,941.06	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 292 000 099 712	BOYS/GIRLS- OEMS SWIMMING MISC REVENUE	802.36	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 292 000 099 714	BOYS/GIRLS- OEMS TRACK MISC REVENUE	1,706.91	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 420	SA XCUR- OEMS GENERAL MISC REVENUE	25,347.19	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 421	SA XCUR- OEMS GRANTS MISC REVENUE	2,720.86	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 422	SA XCUR- OEMS LIBRARY/MEDIA MISC REVENUE	4,321.20	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 424	SA XCUR- OEMS KNOWLEDGE BOWL MISC	31.98	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 425	SA XCUR- OEMS ART MISC REVENUE	1,045.82	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 426	SA XCUR- OEMS HOME ECONOMICS MISC	830.62	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 427	SA XCUR- OEMS INDUSTRIAL ED MISC REVENUE	4,360.71	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 428	SA XCUR- OEMS PHYS ED MISC REVENUE	19,293.82	0.00	02/18/2022	Christopher Peterson	021822CP

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 R 335 298 000 099 429	SA XCUR- OEMS SCIENCE MISC REVENUE	1,088.78	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 431	SA XCUR- OEMS BAND MISC REVENUE	14,172.22	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 432	SA XCUR- OEMS CHOIR MISC REVENUE	3,678.31	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 434	SA XCUR- OEMS ORCHESTRA MISC REVENUE	15,484.54	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 438	SA XCUR- OEMS DRAMA MISC REVENUE	11,469.33	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 459	SA XCUR- OEMS GARDEN CLUB MISC REVENUE	1,721.63	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 335 298 000 099 463	SA XCUR- OEMS ROBOTICS MISC REVENUE	425.90	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 292 000 401 701	BOYS/GIRLS- OEMS SKIING GEN SUPPLIES	1,941.06	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 292 000 401 712	BOYS/GIRLS- OEMS SWIMMING GEN SUPPLIES	802.36	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 292 000 401 714	BOYS/GIRLS- OEMS TRACK GEN SUPPLIES	1,706.91	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 420	SA XCUR- OEMS GENERAL GEN SUPPLIES	25,347.19	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 421	SA XCUR- OEMS GRANTS GEN SUPPLIES	2,720.86	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 422	SA XCUR- OEMS LIBRARY/MEDIA GEN SUPPLIES	4,321.20	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 424	SA XCUR- OEMS KNOWLEDGE BOWL GEN	31.98	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 425	SA XCUR- OEMS ART GEN SUPPLIES	1,045.82	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 426	SA XCUR- OEMS HOME ECONOMICS GEN	830.62	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 427	SA XCUR- OEMS INDUSTRIAL ED GEN SUPPLIES	4,360.71	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 428	SA XCUR- OEMS PHYS ED GEN SUPPLIES	19,293.82	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 429	SA XCUR- OEMS SCIENCE GEN SUPPLIES	1,088.78	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 431	SA XCUR- OEMS BAND GEN SUPPLIES	14,172.22	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 432	SA XCUR- OEMS CHOIR GEN SUPPLIES	3,678.31	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 434	SA XCUR- OEMS ORCHESTRA GEN SUPPLIES	15,484.54	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 438	SA XCUR- OEMS DRAMA GEN SUPPLIES	11,469.33	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 459	SA XCUR- OEMS GARDEN CLUB GEN SUPPLIES	1,721.63	0.00	02/18/2022	Christopher Peterson	021822CP
01 E 335 298 000 401 463	SA XCUR- OEMS ROBOTICS GEN SUPPLIES	425.90	0.00	02/18/2022	Christopher Peterson	021822CP
79 R 335 298 000 099 423	SA XCUR- OEMS YEARBOOK MISC REVENUE	11,328.23	0.00	02/18/2022	Christopher Peterson	021822CP
79 R 335 298 000 099 460	SA XCUR- OEMS SIXTH GRADE MISC REVENUE	2,528.97	0.00	02/18/2022	Christopher Peterson	021822CP
79 R 335 298 000 099 461	SA XCUR- OEMS SEVENTH GRADE MISC	2,317.73	0.00	02/18/2022	Christopher Peterson	021822CP
79 R 335 298 000 099 465	SA XCUR- OEMS STUDENT COUNCIL MISC	176.40	0.00	02/18/2022	Christopher Peterson	021822CP
79 R 335 298 000 099 470	SA XCUR- OEMS SCHOOL STORE MISC REVENUE	1,991.97	0.00	02/18/2022	Christopher Peterson	021822CP
79 E 335 298 000 401 423	SA XCUR- OEMS YEARBOOK GEN SUPPLIES	11,328.23	0.00	02/18/2022	Christopher Peterson	021822CP

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
79 E 335 298 000 401 460	SA XCUR- OEMS SIXTH GRADE GEN SUPPLIES	2,528.97	0.00	02/18/2022	Christopher Peterson	021822CP
79 E 335 298 000 401 461	SA XCUR- OEMS SEVENTH GRADE GEN SUPPLIES	2,317.73	0.00	02/18/2022	Christopher Peterson	021822CP
79 E 335 298 000 401 465	SA XCUR- OEMS STUDENT COUNCIL GEN	176.40	0.00	02/18/2022	Christopher Peterson	021822CP
79 E 335 298 000 401 470	SA XCUR- OEMS SCHOOL STORE GEN SUPPLIES	1,991.97	0.00	02/18/2022	Christopher Peterson	021822CP
01 R 225 292 000 099 700	BOYS/GIRLS- LPMS ATHLETICS DEPT MISC	40.84	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 292 000 099 714	BOYS/GIRLS- LPMS TRACK MISC REVENUE	0.30	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 292 000 099 715	BOYS/GIRLS- LPMS VOLLEYBALL MISC REVENUE	139.14	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 096 420	SA XCUR- LPMS GENERAL SCHOLARSHIPS	120.00	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 420	SA XCUR- LPMS GENERAL MISC REVENUE	6,860.28	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 421	SA XCUR- LPMS GRANTS MISC REVENUE	1,833.39	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 425	SA XCUR- LPMS ART MISC REVENUE	1.93	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 428	SA XCUR- LPMS PHYS ED MISC REVENUE	254.54	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 437	SA XCUR- LPMS BOOK FUND MISC REVENUE	3,243.42	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 471	SA XCUR- LPMS PLAYGROUND MISC REVENUE	1,349.65	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 472	SA XCUR- LPMS HEALTHY KIDS MISC REVENUE	913.35	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 473	SA XCUR- LPMS WORK PROGRAM MISC REVENUE	1,637.56	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 474	SA XCUR- LPMS AUTISM MISC REVENUE	1,449.88	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 225 298 000 099 491	SA XCUR- LPMS PBIS MISC REVENUE	4,264.70	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 292 000 401 700	BOYS/GIRLS- LPMS ATHLETICS DEPT GEN	40.84	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 292 000 401 714	BOYS/GIRLS- LPMS TRACK GEN SUPPLIES	0.30	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 292 000 401 715	BOYS/GIRLS- LPMS VOLLEYBALL GEN SUPPLIES	139.14	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 420	SA XCUR- LPMS GENERAL GEN SUPPLIES	6,980.28	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 421	SA XCUR- LPMS GRANTS GEN SUPPLIES	1,833.39	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 425	SA XCUR- LPMS ART GEN SUPPLIES	1.93	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 428	SA XCUR- LPMS PHYS ED GEN SUPPLIES	254.54	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 437	SA XCUR- LPMS BOOK FUND GEN SUPPLIES	3,243.42	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 471	SA XCUR- LPMS PLAYGROUND GEN SUPPLIES	1,349.65	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 472	SA XCUR- LPMS HEALTHY KIDS GEN SUPPLIES	913.35	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 473	SA XCUR- LPMS WORK PROGRAM GEN SUPPLIES	1,637.56	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 474	SA XCUR- LPMS AUTISM GEN SUPPLIES	1,449.88	0.00	02/18/2022	Christopher Peterson	021822CPA
01 E 225 298 000 401 491	SA XCUR- LPMS PBIS GEN SUPPLIES	4,264.70	0.00	02/18/2022	Christopher Peterson	021822CPA

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
79 R 225 298 000 099 424	SA XCUR- LPMS KNOWLEDGE BOWL MISC	920.59	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 425	SA XCUR- LPMS ART MISC REVENUE	4,568.10	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 426	SA XCUR- LPMS HOME ECONOMICS MISC	2,479.77	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 431	SA XCUR- LPMS BAND MISC REVENUE	4,071.88	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 432	SA XCUR- LPMS CHOIR MISC REVENUE	1,923.01	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 434	SA XCUR- LPMS ORCHESTRA MISC REVENUE	6,354.62	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 459	SA XCUR- LPMS GREEN EARTH CLUB MISC	200.00	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 460	SA XCUR- LPMS SIXTH GRADE MISC REVENUE	150.12	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 461	SA XCUR- LPMS SEVENTH GRADE MISC REVENUE	189.36	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 465	SA XCUR- LPMS STUDENT COUNCIL MISC	1,854.14	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 466	SA XCUR- LPMS POSITIVE PERKS MISC REVENUE	3,357.88	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 468	SA XCUR- LPMS MATH MASTERS MISC REVENUE	458.83	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 469	SA XCUR- LPMS TALENT SHOW MISC REVENUE	0.76	0.00	02/18/2022	Christopher Peterson	021822CPA
79 R 225 298 000 099 701	SA XCUR- LPMS SKI CLUB MISC REVENUE	124.09	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 424	SA XCUR- LPMS KNOWLEDGE BOWL GEN	920.59	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 425	SA XCUR- LPMS ART GEN SUPPLIES	4,568.10	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 426	SA XCUR- LPMS HOME ECONOMICS GEN	2,479.77	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 431	SA XCUR- LPMS BAND GEN SUPPLIES	4,071.88	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 432	SA XCUR- LPMS CHOIR GEN SUPPLIES	1,923.01	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 434	SA XCUR- LPMS ORCHESTRA GEN SUPPLIES	6,354.62	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 459	SA XCUR- LPMS GREEN EARTH CLUB GEN	200.00	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 460	SA XCUR- LPMS SIXTH GRADE GEN SUPPLIES	150.12	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 461	SA XCUR- LPMS SEVENTH GRADE GEN SUPPLIES	189.36	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 465	SA XCUR- LPMS STUDENT COUNCIL GEN	1,854.14	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 466	SA XCUR- LPMS POSITIVE PERKS GEN SUPPLIES	3,357.88	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 468	SA XCUR- LPMS MATH MASTERS GEN SUPPLIES	458.83	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 469	SA XCUR- LPMS TALENT SHOW GEN SUPPLIES	0.76	0.00	02/18/2022	Christopher Peterson	021822CPA
79 E 225 298 000 401 701	SA XCUR- LPMS SKI CLUB GEN SUPPLIES	124.09	0.00	02/18/2022	Christopher Peterson	021822CPA
01 R 435 298 000 099 420	SA XCUR- CGDN GENERAL MISC REVENUE	1,605.49	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 435 298 000 099 421	SA XCUR- CGDN GRANTS MISC REVENUE	583.88	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 435 298 000 099 422	SA XCUR- CGDN LIBRARY/MEDIA MISC REVENUE	870.40	0.00	02/22/2022	Christopher Peterson	022222CP

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 R 435 298 000 099 459	SA XCUR- CGDN GARDEN CLUB MISC REVENUE	1,216.36	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 475 298 000 099 420	SA XCUR- HMCR GENERAL MISC REV	29,715.47	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 475 298 000 099 422	SA XCUR- HMCR LIBRARY/MEDIA MISC REV	1,854.99	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 500 298 000 099 420	SA XCUR- LAKEWOOD GENERAL MISC REV	36,338.18	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 510 298 000 099 420	SA XCUR- LSTR PK GENERAL MISC REVENUE	24,202.33	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 510 298 000 099 421	SA XCUR- LSTR PK GRANTS MISC REVENUE	1,946.86	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 510 298 000 099 471	SA XCUR- LSTR PK PLAYGROUND MISC REVENUE	1,838.38	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 510 298 000 099 472	SA XCUR- LSTR PK LP FOREST MISC REVENUE	2,304.37	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 520 298 000 096 433	SA XCUR- LOWELL MUSIC DONATIONS	18,010.70	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 520 298 000 099 420	SA XCUR- LOWELL GENERAL MISC REVENUE	6,895.94	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 520 298 000 099 421	SA XCUR- LOWELL GRANTS MISC REVENUE	1,378.54	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 520 298 000 099 459	SA XCUR- LOWELL GARDEN CLUB MISC REVENUE	1,314.41	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 520 298 000 099 476	SA XCUR- LOWELL AMITY FUND MISC REVENUE	344.67	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 520 298 000 099 491	SA XCUR- LOWELL PBIS MISC REVENUE	436.38	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 525 298 000 099 420	SA XCUR- LMAC GENERAL MISC REVENUE	7,275.28	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 525 298 000 099 421	SA XCUR- LMAC GRANTS MISC REVENUE	12,458.95	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 525 298 000 099 422	SA XCUR- LMAC LIBRARY/MEDIA MISC REVENUE	1,484.67	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 525 298 000 099 490	SA XCUR- LMAC FAMILY NIGHT MISC REVENUE	1,238.05	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 540 298 000 099 420	SA XCUR - MWKN GENERAL MISC REV	82,380.47	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 540 298 000 099 429	SA XCUR - MWKN SCIENCE ENDOWMENT MISC	4,929.50	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 540 298 000 099 471	SA XCUR - MWKN WASHER & DRYER MISC REV	566.02	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 540 298 000 099 472	SA XCUR - MWKN DRUM CLUB MISC REV	2,446.24	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 550 298 000 099 420	SA XCUR- PIED GENERAL MISC REV	908.06	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 550 298 000 099 422	SA XCUR- PIED LIBRARY/MEDIA MISC REV	1,053.35	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 550 298 000 099 439	SA XCUR- PIED SOCIAL WORKER MISC REV	7.43	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 550 298 000 099 452	SA XCUR- PIED BOXTOPS MISC REV	181.75	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 550 298 000 099 459	SA XCUR- PIED GARDEN CLUB MISC REV	29.11	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 550 298 000 099 491	SA XCUR- PIED PBIS MISC REV	2,542.15	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 565 298 000 099 420	SA XCUR- STOWE GENERAL MISC REV	13,432.90	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 565 298 000 099 421	SA XCUR- STOWE GRANTS MISC REV	25,855.75	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 565 298 000 099 422	SA XCUR- STOWE LIBRARY/MEDIA MISC REV	511.39	0.00	02/22/2022	Christopher Peterson	022222CP

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 R 580 298 000 099 420	SA XCUR- R ACADEMIES GENERAL MISC REV	1,478.27	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 611 298 000 099 420	SA XCUR- ALC GENERAL MISC REV	8,307.15	0.00	02/22/2022	Christopher Peterson	022222CP
01 R 611 298 000 099 471	SA XCUR- ALC BLOOM MISC REV	1,750.00	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 435 298 000 401 420	SA XCUR- CGDN GENERAL GEN SUPPLIES	1,605.49	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 435 298 000 401 421	SA XCUR- CGDN GRANTS GEN SUPPLIES	583.88	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 435 298 000 401 422	SA XCUR- CGDN LIBRARY/MEDIA GEN SUPPLIES	870.40	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 435 298 000 401 459	SA XCUR- CGDN GARDEN CLUB GEN SUPPLIES	1,216.36	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 475 298 000 401 420	SA XCUR - HMCR GENERAL GEN SUPPLIES	29,715.47	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 475 298 000 401 422	SA XCUR - HMCR LIBRARY/MEDIA GEN SUPPLIES	1,854.99	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 500 298 000 401 420	SA XCUR - LAKEWOOD GENERAL GEN SUPPLIES	36,338.18	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 510 298 000 401 420	SA XCUR- LSTR PK GENERAL GEN SUPPLIES	24,202.33	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 510 298 000 401 421	SA XCUR- LSTR PK GRANTS GEN SUPPLIES	1,946.86	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 510 298 000 401 471	SA XCUR- LSTR PK PLAYGROUND GEN SUPPLIES	1,838.38	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 510 298 000 401 472	SA XCUR- LSTR PK LP FOREST GEN SUPPLIES	2,304.37	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 520 298 000 401 420	SA XCUR- LOWELL GENERAL GEN SUPPLIES	6,895.94	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 520 298 000 401 421	SA XCUR- LOWELL GRANTS GEN SUPPLIES	1,378.54	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 520 298 000 401 433	SA XCUR- LOWELL MUSIC GEN SUPPLIES	18,010.70	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 520 298 000 401 459	SA XCUR- LOWELL GARDEN CLUB GEN SUPPLIES	1,314.41	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 520 298 000 401 476	SA XCUR- LOWELL AMITY FUND GEN SUPPLIES	344.67	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 520 298 000 401 491	SA XCUR- LOWELL PBIS GEN SUPPLIES	436.38	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 525 298 000 401 420	SA XCUR- LMAC GENERAL GEN SUPPLIES	7,275.28	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 525 298 000 401 421	SA XCUR- LMAC GRANTS GEN SUPPLIES	12,458.95	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 525 298 000 401 422	SA XCUR- LMAC LIBRARY/MEDIA GEN SUPPLIES	1,484.67	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 525 298 000 401 490	SA XCUR- LMAC FAMILY NIGHT GEN SUPPLIES	1,238.05	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 540 298 000 401 420	SA XCUR - MWKN GENERAL GEN SUPPLIES	82,380.47	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 540 298 000 401 429	SA XCUR - MWKN SCIENCE ENDOWMENT GEN	4,929.50	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 540 298 000 401 471	SA XCUR - MWKN WASHER & DRYER GEN	566.02	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 540 298 000 401 472	SA XCUR - MWKN DRUM CLUB GEN SUPPLIES	2,446.24	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 550 298 000 401 420	SA XCUR - PIED GENERAL GEN SUPPLIES	908.06	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 550 298 000 401 422	SA XCUR - PIED LIBRARY/MEDIA GEN SUPPLIES	1,053.35	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 550 298 000 401 439	SA XCUR - PIED SOCIAL WORKER GEN SUPPLIES	7.43	0.00	02/22/2022	Christopher Peterson	022222CP

Budget Changes Report

Duluth Public Schools ISD #709

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 550 298 000 401 452	SA XCUR - PIED BOXTOPS GEN SUPPLIES	181.75	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 550 298 000 401 459	SA XCUR - PIED GARDEN CLUB GEN SUPPLIES	29.11	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 550 298 000 401 491	SA XCUR - PIED PBIS GEN SUPPLIES	2,542.15	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 565 298 000 401 420	SA XCUR- STOWE GENERAL GEN SUPPLIES	13,432.90	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 565 298 000 401 421	SA XCUR- STOWE GRANTS GEN SUPPLIES	25,855.75	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 565 298 000 401 422	SA XCUR- STOWE LIBRARY/MEDIA GEN SUPPLIES	511.39	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 580 298 000 401 420	SA XCUR- R ACADEMIES GENERAL GEN	1,478.27	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 611 298 000 401 420	SA XCUR - ALC GENERAL GEN SUPPLIES	8,307.15	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 611 298 000 401 471	SA XCUR - ALC BLOOM GEN SUPPLIES	1,750.00	0.00	02/22/2022	Christopher Peterson	022222CP
04 R 700 298 000 099 420	SA XCUR- ECFE/HS GENERAL MISC REV	1,888.41	0.00	02/22/2022	Christopher Peterson	022222CP
04 E 700 298 000 401 420	SA XCUR- ECFE/HS GENERAL GEN SUPPLIES	1,888.41	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 435 298 000 099 463	SA XCUR- CGDN LEGO ROBOTICS MISC REVENUE	2,659.43	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 435 298 000 099 466	SA XCUR- CGDN DEST IMAGINATION MISC	4,039.16	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 435 298 000 099 475	SA XCUR- CGDN WOLF RIDGE MISC REVENUE	10,341.48	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 435 298 000 099 701	SA XCUR- CGDN SKIING MISC REVENUE	1,695.74	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 475 298 000 099 475	SA XCUR- HMCWOLF RIDGE MISC REV	6,837.37	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 510 298 000 099 470	SA XCUR- LSTR PK SCHOOL STORE MISC	210.53	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 510 298 000 099 475	SA XCUR- LSTR PK WOLF RIDGE MISC REVENUE	7,473.18	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 525 298 000 099 471	SA XCUR- LMAC KINDERGARTEN MISC REVENUE	1,686.44	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 525 298 000 099 472	SA XCUR- LMAC 1ST GRADE MISC REVENUE	1,391.13	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 525 298 000 099 473	SA XCUR- LMAC 2ND GRADE MISC REVENUE	3,661.49	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 525 298 000 099 474	SA XCUR- LMAC 3RD GRADE MISC REVENUE	1,081.19	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 525 298 000 099 476	SA XCUR- LMAC 4TH GRADE MISC REVENUE	1,605.67	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 525 298 000 099 477	SA XCUR- LMAC 5TH GRADE MISC REVENUE	6,885.28	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 550 298 000 099 470	SA XCUR- PIED SCHOOL STORE MISC REV	1,082.44	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 550 298 000 099 472	SA XCUR- PIED 1ST GRADE MISC REV	229.74	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 550 298 000 099 474	SA XCUR- PIED 3RD GRADE MISC REV	30.32	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 550 298 000 099 476	SA XCUR- PIED 4TH GRADE MISC REV	5,117.18	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 550 298 000 099 477	SA XCUR- PIED 5TH GRADE MISC REV	18.52	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 565 298 000 099 470	SA XCUR- STOWE SCHOOL STORE MISC REV	1,053.33	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 565 298 000 099 471	SA XCUR- STOWE FIELD TRIPS MISC REV	45.75	0.00	02/22/2022	Christopher Peterson	022222CP

Budget Changes Report

Duluth Public Schools ISD #709

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
79 R 565 298 000 099 472	SA XCUR- STOWE STUDENT EMERGENCY MISC	1,250.73	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 565 298 000 099 475	SA XCUR- STOWE WOLF RIDGE MISC REV	6,275.69	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 700 298 000 096 474	SA XCUR- ECFE CITY WIDE DONATIONS	1,750.00	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 700 298 000 099 471	SA XCUR- ECFE PIED MISC REV	6,554.16	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 700 298 000 099 472	SA XCUR- ECFE STOWE MISC REV	304.10	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 700 298 000 099 473	SA XCUR- ECFE WSHNGTN MISC REV	1,055.88	0.00	02/22/2022	Christopher Peterson	022222CP
79 R 700 298 000 099 474	SA XCUR- ECFE CITY WIDE MISC REV	2,353.27	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 435 298 000 401 463	SA XCUR- CGDN LEGO ROBOTICS GEN SUPPLIES	2,659.43	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 435 298 000 401 466	SA XCUR- CGDN DEST IMAGINATION GEN	4,039.16	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 435 298 000 401 475	SA XCUR- CGDN WOLF RIDGE GEN SUPPLIES	10,341.48	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 435 298 000 401 701	SA XCUR- CGDN SKIING GEN SUPPLIES	1,695.74	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 475 298 000 401 475	SA XCUR - HMCR WOLF RIDGE GEN SUPPLIES	6,837.37	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 510 298 000 401 470	SA XCUR- LSTR PK SCHOOL STORE GEN	210.53	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 510 298 000 401 475	SA XCUR- LSTR PK WOLF RIDGE GEN SUPPLIES	7,473.18	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 525 298 000 401 471	SA XCUR- LMAC KINDERGARTEN GEN SUPPLIES	1,686.44	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 525 298 000 401 472	SA XCUR- LMAC 1ST GRADE GEN SUPPLIES	1,391.13	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 525 298 000 401 473	SA XCUR- LMAC 2ND GRADE GEN SUPPLIES	3,661.49	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 525 298 000 401 474	SA XCUR- LMAC 3RD GRADE GEN SUPPLIES	1,081.19	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 525 298 000 401 476	SA XCUR- LMAC 4TH GRADE GEN SUPPLIES	1,605.67	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 525 298 000 401 477	SA XCUR- LMAC 5TH GRADE GEN SUPPLIES	6,885.28	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 550 298 000 401 470	SA XCUR - PIED SCHOOL STORE GEN SUPPLIES	1,082.44	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 550 298 000 401 472	SA XCUR - PIED 1ST GRADE GEN SUPPLIES	229.74	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 550 298 000 401 474	SA XCUR - PIED 3RD GRADE GEN SUPPLIES	30.32	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 550 298 000 401 476	SA XCUR - PIED 4TH GRADE GEN SUPPLIES	5,117.18	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 550 298 000 401 477	SA XCUR - PIED 5TH GRADE GEN SUPPLIES	18.52	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 565 298 000 360 472	SA XCUR- STOWE STUDENT EMERGENCY	1,250.73	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 565 298 000 401 470	SA XCUR- STOWE SCHOOL STORE GEN SUPPLIES	1,053.33	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 565 298 000 401 471	SA XCUR- STOWE FIELD TRIPS GEN SUPPLIES	45.75	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 565 298 000 401 475	SA XCUR- STOWE WOLF RIDGE GEN SUPPLIES	6,275.69	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 700 298 000 360 474	SA XCUR- ECFE CITY WIDE TRANSP-PRIVATE	1,750.00	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 700 298 000 401 471	SA XCUR- ECFE PIED GEN SUPPLIES	6,554.16	0.00	02/22/2022	Christopher Peterson	022222CP

Budget Changes Report

Duluth Public Schools ISD #709

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<u>Account</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Post Date</u>	<u>Created By</u>	<u>Batch</u>
79 E 700 298 000 401 472	SA XCUR- ECFE STOWE GEN SUPPLIES	304.10	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 700 298 000 401 473	SA XCUR- ECFE WSHNGTN GEN SUPPLIES	1,055.88	0.00	02/22/2022	Christopher Peterson	022222CP
79 E 700 298 000 401 474	SA XCUR- ECFE CITY WIDE GEN SUPPLIES	2,353.27	0.00	02/22/2022	Christopher Peterson	022222CP
01 E 005 605 320 305 340	IE DW CONTRACTED SERV	0.00	7,000.00	02/28/2022	Olivia Kinsley	22822OK
01 E 005 605 320 369 340	IE DW ENTRY FEE/STDNT	7,000.00	0.00	02/28/2022	Olivia Kinsley	22822OK

**Fundraisers Reported
February 2022**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Ordean East	School-wide	\$350	Raised monies to be used for flexible seating (wobble chairs, balance balls, etc).

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
 4316 Rice Lake Rd Suite 108
 Duluth, Minnesota 55811
 218-336-8738

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services
From: Tony Kelekovich, Supervisor of Purchasing
Subject: **Bid-1300 Network Wireless Infrastructure**
Date: March 2, 2022

Bids for Wireless Network Infrastructure equipment, including installation, were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

One (1) vendor responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CDW GOVERNMENT	\$ 852,815.00
VERNON HILLS IL	

The Technology Department (Bart Smith) and the Purchasing Department (Tony Kelekovich) analyzed the bid.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specifications as submitted by CDW Government in the amount of **\$ 852,815.00**.

Bart Smith will attend the Business Committee meeting to answer any questions as they pertain to this recommendation.

Fund: 01 E 005 108 155 466 000

Program: Technology

Fund Custodian: Bart Smith/Technology

RESOLUTION

Education Minnesota Integration Specialist (ISPEC) St. Paul, Minnesota

RESOLVED, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Education Minnesota Integration Specialist (ISPEC) Duluth, Minnesota, a summary of which has been provided electronically to all School Board members, be approved and adopted for the period of July 1, 2021 to June 30, 2023, 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

EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALIST
(ISPEC)
DULUTH, MINNESOTA

EFFECTIVE DATES

July 1, 2021

To

June 30, 2023

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AGREEMENT

BY AND BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA**

and

EDUCATION MINNESOTA DULUTH INTEGRATION SPECIALISTS (ISPEC)

THIS AGREEMENT, by and between the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373, hereinafter referred to as the "**Union**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA), relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows.

ARTICLE I

Recognition

The School District formally recognizes the Education Minnesota Duluth Integration Specialists (ISPEC) Local 7373 as the exclusive bargaining representative for all integration specialists 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 Union is the sole elected representative of all ISPEC who are defined as members of the appropriate unit for the duration of this Agreement.

The Union 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 Union as the exclusive bargaining representative, with any other organization or person except as required by law.

ARTICLE II

School District and Union Rights

A. Managerial Rights

The School Board is not required to meet and negotiate on matters of inherent managerial policy. 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 which include, but are not limited to, such areas of discretion or policy as the

functions and programs of the employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

The District has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement or applicable laws.

B. Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

C. Right to Dues Check Off

The exclusive representative shall be allowed dues check off for its members. Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union assessment of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during the week preceding October 1 each year. Cancellation must be in writing, and forwarded to the Human Resources Office within that week.

ARTICLE III

Grievance Procedure and Arbitration

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

A. Definitions

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union 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.
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.
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 such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. Representation Right

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure after Step 1.

C. **Procedure**

Step I - The aggrieved employee shall present his/her grievance within twenty (20) days of the time he/she 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 grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal, Director or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal, Director or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

Step II – In the event a written appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Human Resources Manager or his/her designee, the Human Resources Manager shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I. The Human Resources Manager or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing.

Step III – In the event an appeal is filed from a decision at Step II, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent, the Superintendent or his/her designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step II, and so notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step II. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step II of his/her decision in writing within ten (10) days of the hearing.

- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II 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.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union 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 Union 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 the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District 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 any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, 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.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail his/her decision by certified mail to the grievant and the representatives of the employer and the Union.

E. Miscellaneous Provision

1. The parties agree the best approach to resolving problems is through informal, open, and respectful discussions between the employee and supervisor. Both parties encourage informal discussions prior to submission of a written grievance. The member shall meet with the supervisor to try to resolve a grievance within the twenty (20) days of the event giving rise to the grievance. The member, at their discretion, may be accompanied by and represented by a union representative.
2. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II 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 ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.
3. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
4. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
5. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer

to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union 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.

6. 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. 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 Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union 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.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
9. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
10. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
 - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
 - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
 - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
11. 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 IV
Leaves of Absence Without Pay

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

1. **Military** leaves of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
2. **Parental Leave:** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. 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.

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. 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 and shall expire at the end of a contracted school year unless mutually agreed by the employee and the District that it expire at another time.

3. **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. **Organizational:** Employees who are elected or appointed representatives of the Union shall upon request be granted leaves of absence for the purpose of conducting the duties of the Union as required by Minnesota Statutes, Section 179A.03, subd. 19.
5. **Medical** leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
6. **Other:** Leaves of absence shall be granted for any other reason that is required by law. Leave may also be granted, at the discretion of the Superintendent, upon written request for purposes other than those enumerated.

ARTICLE V
Assignment and Transfer

- A. The School District recognizes that it is desirable in assigning personnel to consider the interests and aspirations of their employees. An attempt shall be made to place people in the school for which they are they have the greatest interest, consistent with the needs and requirements of the School District.
- B. Procedures for posting and application assignment and transfer:
 - a. Posting: The following provisions shall apply in the filling of new or vacant positions:
 - 1. Only applicants exceeding or meeting the minimum qualifications stated in the posting notice may be hired to fill a position.
 - 2. The most senior applicant will be selected to fill the position.

All postings shall be posted on the School District's website.

ARTICLE VI
Leaves of Absence with Pay

A. Sick Leave Allowance

- 1. **Yearly allowance:** Ten (10) days full pay for personal illness shall be allowed in any one (1) school year to eligible employees covered under this Agreement.
Cumulative Plan: Unused allowance for personal illness shall be cumulative to a maximum of one hundred eighty days (180) days.
- 2. An employee who fails to report on the first contract day of the school year shall not receive salary for time previous to the date of reporting unless absence is due to personal illness or death in family, in which case salary shall be allowed for such period of time as may be due under the accumulated leave.
- 3. In no case shall the yearly allowance for personal illness or death in the family be credited until the employee reports for duty on or after the opening of school in the fall.
- 4. An employee who has been absent for five (5) days or less may be required to sign a form stating that such absence was due to personal illness, and an employee who has been absent for more than five (5) consecutive working days may be required to submit a doctor's certificate covering such absence.
- 5. An employee who is injured due to a battery by a student shall be granted leave without loss of pay for a period not to exceed five (5) days, if a physician certifies that the injury precludes the employee from performing the duties of his/her position. Such a leave shall not be deducted from the employee's accumulated sick leave.

B. Death in Family Allowance

- 1. Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
- 2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased. Such additional days are to be deducted from sick leave.

3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of an employee, spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through their county of residence as a domestic partner of an employee of the District.

C. Family Leave

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee who is not a member of the bargaining unit.
2. "**Family**" shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, mother-in-law, father-in-law sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through their county of residence as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's child in accordance with Minnesota Statute §181.9413 (2013).

D. Jury Duty

1. When an employee is selected for jury duty, upon notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
2. The employee will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

ARTICLE VII **Personnel Records**

Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon request. Employees shall have access to the personnel file within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

An employee shall receive a copy of any deficiency notice placed in his/her personnel file. Documents of anonymous origin relating to a staff member's performance shall not be placed in the file.

ARTICLE VIII
Health Care Savings Plan (HCSP)

- A. **Eligibility** - To be eligible to receive a contribution to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement and have fifteen (15) years of total service to the School District.
- B. **HCSP Calculations**
- a. The number of unused and accumulated sick leave days, up to a maximum of one-hundred eighty (180) days, shall be multiplied by the daily rate of pay (DRP).
 - b. The dollar value determined in a. above shall be discounted by 3.5%.
 - c. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District at the time of retirement.
- C. **Exclusions** - Employees discharged for just cause shall not be eligible for the HCSP.
- D. **Retirement Notification Requirement** - 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 IX
Professional Workday and Week

- A. The calendar year will be 40.4 weeks inclusive of flexible paid contract pays. Seven flexible paid contract days will be available for use throughout the Integration Specialists 40.4 week calendar year. Flexible contract days cannot be carried over into another school year. No more than two flexible contract days can be used consecutively or added (before or after) to a scheduled school break time period. Additionally, the Thursday and Friday of Winter Recess will be paid non-work days. The Districts intent is a continuation of the three paid non-work days that occur prior to the two days mentioned above.
- B. The normal hours of work for the employee shall be a minimum of eight (8) hours in any twenty-four (24) hour day and a minimum of forty-hours (40) in a seven (7) day period.
- C. As professional employees with responsibility for the operation of various programs, members of this bargaining unit are often obligated to work at times outside and beyond the normal eight (8) hour daily and forty (40) hour minimum schedules, described in 5.1 of this Article, and/or on any day of the week. Such times are construed as part of the professional workday/work week, and do not generate additional pay beyond the regular biweekly or annual salary.
- D. Employees at certain times may be required to adjust their work- day schedule in instances where the employee is required to work outside the normal work-week. Employees shall be required to obtain prior approval from the supervisor for such work day adjustments. Adjustments to hours or days of work will be at the discretion of the supervisor. All adjustments to work day/hours must be made within 14 calendar days. The parties agree that the adjustment of schedule indicated in this paragraph is not equivalent to compensatory time off. It is understood by the parties that Overtime Compensation under Fair Labor Standards Act (FLSA) does not apply to this unit of professional employees.

- E. Employees requested by their supervisor to attend or facilitate “Staff Development” programs outside of their normally scheduled work time and not covered by an adjustment to their work week may be eligible for a stipend of \$20 per hour.
- F. Effective contract year 2022-2023, employees attending and participating in the Equity Action Committee on behalf of the School District will be eligible for a stipend of \$50 per meeting attended to be paid at the end of the contract year.
- G. This Article shall not be construed as, and is not, a guarantee of any hours of work per normal workday.

ARTICLE X **Payroll**

Number of Paydays - All employees covered under this agreement shall be paid on a spread pay basis. The salary for the 40.4 calendar year shall be paid in equal payments over twenty-six (26) pay periods.

Effective July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months’ written notice prior to converting to a twice-monthly pay schedule.

ARTICLE XI **Insurance**

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.

Long-Term Disability Insurance - The School District will pay the cost of long-term disability (LTD) insurance with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary. 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.

Life Insurance - Group term life insurance in the face amount of \$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.

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 XII
Salary Schedule and Regulations

- A. Salaries shall be as set forth in Appendix "A" attached hereto and incorporated herein by reference.
- B. Step Changes:
- 1) Newly hired ISPECs hired on or before February 1st of the school year shall progress to Step 2 on August 1st after 1.5 years of continuous employment as an ISPEC. ISPECS hired after February 1st of the school year shall progress to Step 2 on August 1st after two full additional school years of continuous employment as an ISPEC.
 - 2) Progression through Steps 3 – 6 within the class on the salary schedule in Appendix "A" shall occur every two years on August 1st.
- C. Class (Lane) Changes:
- 1) Official transcripts substantiating any change in classification on the salary schedule and application for class (lane) change must be filed in the Human Resources office by October 15 of the school year in which the change is to become effective. Monetary adjustments in the contract salary, retroactive to the opening of school, will be made on the next payroll following approval of the change in classification (normally in the month of November).
 - 2) Class (lane) change requirements:
 - a. Class – A – requires a combination of teaching or related social service education and experience totaling 5 years.
 - b. Class I – A – requires a combination of teaching or related social service education and experience totaling 10 years.
 - c. Class II – A – requires a Bachelor degree and 12 graduate semester credits in teaching or a related social service degree program.
 - d. Class III – A – requires a Bachelor degree and 24 graduate semester credits in teaching or a related social service degree program.
 - e. Class IV – A – requires a Master degree in teaching or related social service degree program.
 - f. Class V – A – requires a Master degree and 12 credits in teaching or related social service degree.
 - g. Class VI – A- requires a Master degree and 24 credits in teaching or related social service degree.
- D. Newly hired employees shall be hired on the salary schedule on the salary class (lane) to which their educational attainment (degree plus subsequently earned germane credits) at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of any credits or degrees for which he/she had earned or received credit at the time of application, shall not be entitled to later use such credits or degrees to obtain advancement on the lane of the salary schedule.

ARTICLE XIII
Professional Development

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least two (2) days of job appropriate in-service training to be offered during non-student contact days. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day.

ARTICLE XIV

Seniority

Seniority - Seniority shall be determined by the date of hire as an Integration Specialist. 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. When seniority is identical for two or more employees, the most senior employee shall be the employee with the lowest employee number.

ARTICLE XV

Layoff

Layoff Policy - In the event of declining enrollments, budgetary constraints or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off based upon unit seniority. The least senior employee shall be laid off first. The laid off employee will be placed on the re-employment list and have re-employment rights for a period of two (2) years from the date of the layoff. The District will maintain an official ISPEC re-employment list.

Recall from layoff shall be based upon unit seniority. The most senior laid off employee shall have the first right to recall. An employee on layoff shall have re-employment rights to a position in the bargaining unit 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 on layoff shall have re-employment rights to a position at the same level as the employee's position before layoff. An employee shall not be allowed to be recalled into a promotional or higher-level position. Employees declining a recall offer shall be considered presumed resigned and will be removed from the re-employment list.

ARTICLE XVI

Probation, Discipline and Discharge

- A. **Probation** - 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.

- B. **Discipline** – Following probation, one (1) school year of consecutive employment with the School District, said employee shall not be discharged, suspended, or demoted (excluding demotions for budgetary requirements) except for just cause. Notice of said discharge, suspension, or demotion (excluding demotion for budgetary requirements) 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 reason 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 III, Grievance Procedure and Arbitration.

ARTICLE XVII

Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

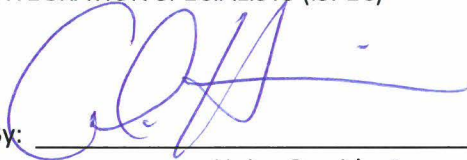
ARTICLE XVIII

Duration

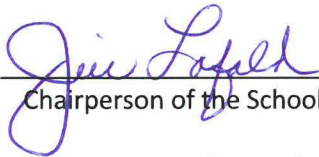
- A. **Term and Reopening Negotiations** This Agreement shall remain in full force and effect for a period commencing July 1, 2021, through June 30, 2023, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or the bargaining rights are terminated by law for the bargaining unit. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2023, it will give written notice of such intent no later than April 30, 2023.
- B. The 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.
- C. Appendix A, the pay schedule attached to this Agreement, shall be effective as indicated therein.
- D. **Effect** -This Agreement constitutes the full and complete Agreement between the District and the Union as the exclusive representative of this bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, concerning terms and conditions of employment which are inconsistent with these provisions.
- E. **Finality** - Matters contained in this Agreement shall not be open for negotiation during this term of this Agreement except as stated in this Agreement. 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 are 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.
- F. **Severability** - All provisions of this Agreement are subject to the laws, rules, regulations, and orders of state and federal governments and their agencies. Any provision of this Agreement found to be in violation of any such regulations, directives, laws, and orders shall not be applicable or performed or enforced, except to the extent permitted by law; all other provisions shall continue in effect.

Dated at Duluth, Minnesota this 15th day of March, 2022.

EDUCATION MINNESOTA DULUTH
INTEGRATION SPECIALISTS (ISPEC)

By:  _____
Union President

INDEPENDENT SCHOOL DISTRICT
NO 709

By:  _____
Chairperson of the School Board

By:  _____
Clerk of the School Board

**APPENDIX A
Annual Salary Schedule**

Class A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$37,319	\$37,145	\$38,070	\$38,451	\$38,836	\$39,224
	2022-2023	\$38,159	\$37,981	\$38,927	\$39,316	\$39,710	\$40,107
	Combination of teaching or related social service education and experience totaling 5 years.						
Class I-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$40,121	\$40,246	\$40,928	\$41,337	\$41,751	\$42,168
	2022-2023	\$41,024	\$41,151	\$41,848	\$42,267	\$42,690	\$43,117
	Combination of teaching or related social service education and experience totaling 10 years.						
Class II-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$42,120	\$42,541	\$42,966	\$43,396	\$43,830	\$44,268
	2022-2023	\$43,068	\$43,498	\$43,933	\$44,372	\$44,817	\$45,264
	BA+ 12 Graduate Semester Credits in teaching or a Related Social Service						
Class III-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$44,464	\$44,602	\$45,358	\$45,812	\$46,271	\$46,733
	2022-2023	\$45,465	\$45,606	\$46,379	\$46,843	\$47,312	\$47,785
	BA+ 24 Graduate Semester Credits in teaching or a Related Social Service						
Class IV-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$47,405	\$47,880	\$48,358	\$48,842	\$49,331	\$49,823
	2022-2023	\$48,472	\$48,957	\$49,446	\$49,941	\$50,440	\$50,944
	MA in Teaching or a Related Social Service						
Class V-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$49,767	\$50,611	\$50,767	\$51,275	\$51,788	\$52,305
	2022-2023	\$50,887	\$51,749	\$51,909	\$52,429	\$52,953	\$53,482
	MA + 12 Semester Credits in Teaching or a Related Social Service						
Class VI-A	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	2021-2022	\$52,247	\$53,497	\$53,296	\$53,829	\$54,368	\$54,910
	2022-2023	\$53,422	\$54,701	\$54,495	\$55,041	\$55,591	\$56,145
	MA + 24 Semester Credits in Teaching or a Related Social Service						

Longevity:	After completion of 10 years of service in the unit: \$400 will be added to the base pay at the beginning of the following year.
	After completion of 15 years of service in the unit: \$600 will be added to the base pay at the beginning of the following year.
	After completion of 20 years of service in the unit: \$800 will be added to the base pay at the beginning of the following year.

**Memorandum of Agreement
One-Time Recruitment/Retention Stipend**

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 709, Duluth (“District”) and the Education Minnesota Duluth Integration Specialists (ISPEC) (“Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for ISPECs employed in positions within the ISPEC’s bargaining unit;

WHEREAS, the COVID-19 pandemic has caused staffing shortages and the District would like to offer retention incentives to respond to and address this problem;

WHEREAS, the District is willing to agree, on a one-time basis, to pay a \$600 longevity and retention stipend during the 2021-22 school year to employees within the payment schedule and eligibility criteria defined below;

WHEREAS, during negotiations for the 2021-2023 CBA, the parties agreed to document the one-time longevity and retention stipend in a memorandum of agreement separate from the CBA;

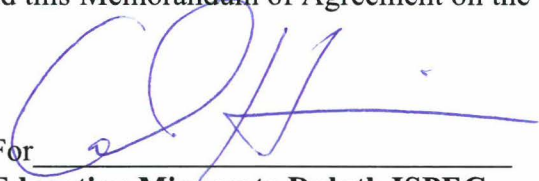
NOW, THEREFORE, the Union and the District agree as follows:

1. For purposes of this MOA, the term “Employee” refers to individuals employed in a position that is in the ISPEC’s bargaining unit represented by the Union.
2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a one-time longevity and retention stipend in the amount of \$600 for the 2021-22 school year.
3. An Employee is eligible to receive the longevity and retention stipend if one of the following two criteria are met:
 - a. Employees hired and employed on or prior to June 30, 2021 are eligible if they have remained in active and eligible status through both parties’ ratification of the 2021-2023 CBA. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle following both parties’ ratification of the contract.
 - b. Employees hired and employed after June 30, 2021 will be eligible if they remain in active and eligible status through June 10, 2022. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle after June 10, 2022.
4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the one-time longevity and retention stipend.

This MOA is separate from and not part of the CBA. This MOA does not establish any precedent or practice that will continue after June 30, 2022. No party may present or rely on this MOA as establishing any precedent or practice extending beyond June 30, 2022. This MOA will expire on June 30, 2022.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates set forth below.

For 
Independent School District No. 709

For 
Education Minnesota Duluth ISPEC

Dated: 3/21/2022

Dated: 3/21/2022

COLLECTIVE BARGAINING AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA**

and

PARAPROFESSIONALS

EFFECTIVE DATES

**July 1, 2021
to
June 30, 2023**

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AGREEMENT

Between

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

PREAMBLE

THIS AGREEMENT was entered into by and between ***AFSCME Council 5, Local 66 and Independent School District No. 709***, St. Louis County, Minnesota.

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

ARTICLE 1

Union Recognition and Unit Description

Section 1 - The School District formally recognizes AFSCME Council 5, Local 66 as the exclusive bargaining agent for all paraprofessionals who work more than 12.5 hours per week or more than thirty-five percent (35%) of the normal work week within the bargaining unit, and more than sixty-seven (67) work days per year, excluding all other employees.

Section 2 - The Union shall be the duly authorized representative of said employees with respect to the terms and conditions of employment, including 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 the employees, 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 Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

ARTICLE 2

Definitions

The term "***School Board***" as used in this contract shall mean the School Board of Independent School District No. 709, St. Louis County, Minnesota.

The term "***Employer***" as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term "***School District***" as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term "**Union**" as used in this contract shall mean AFSCME Council 5, Local 66.

The term "**Appointing Authority**" as used in this contract shall mean the Human Resources Manager or a staff member delegated to perform those functions required of an appointing authority under this contract.

The term "**Position**" means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one (1) person in the performance and exercise thereof.

The term "**Permanent Position**" means any position in the classified service of the School District, which has required or which is likely to require the services of an incumbent without interruption for a period of sixty-seven (67) working days or more in any calendar year.

The term "**Temporary Employee**" means a person hired to fill any position in the School District, which requires or is likely to require the services of any incumbent for a period of less than sixty-seven (67) working days.

The term "**Employee**" means a person who is an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.

The term "**Substitute**" means an appointment to fill a vacancy in a permanent position caused by the absence of a regular incumbent.

The terms "**Class**" or "**Class of Positions**" means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities, and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

The terms "**Title**," "**Class Title**," or "**Classification Title**" means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

ARTICLE 3

Re-Employment Right

Section 1 - Re-Employment List. The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board, has withdrawn his/her resignation, and who has not been restored to his/her position.

Section 2 - Arrangement of Names on Re-Employment List. The names shall be arranged on the re-employment list in order of the employee's School District seniority; provided that after a period of two (2) years a name shall be removed from the list and the person notified of such action unless the two (2) year period is extended by the School Board. The appointing authority may remove from the list, the name of any person who, without giving a satisfactory reason, refused to accept an appointment offered to him/her or fails to respond within five (5) business days to the School District's attempts to contact them by regular mail. If an employee responds to the School District to say they are not interested in a posting and they provide a satisfactory reason for declining the vacant position they will stay on the re-employment list.

Section 3 - Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of Sections 1 and 2 of this Article and meet the qualifications of the job.

ARTICLE 4 **Management Rights**

It is understood and agreed that 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.

ARTICLE 5 **Seniority**

Section 1 - Seniority shall be determined by date of hire in the unit.

Section 2 - Time spent on paid sick leave shall count toward seniority. Time spent on special leaves of absence over thirty (30) days, except military, union and maternity, shall not be counted toward seniority.

Section 3 - Seniority lists shall be available on-line and brought up to date February 1 of each year. Employees shall have fifteen (15) working days after the list is posted on-line to raise objections to their seniority rating. Any employee failing to protest his/her seniority as shown on such list within the fifteen (15) day period referred to above, shall be considered to have confirmed his/her seniority as listed.

Section 4 - In implementing any section of this Agreement where an action governed by seniority is to occur, including, but not limited to layoff or reduction, and where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date the break in the tie shall be determined as follows. First, the employee with the earliest birth month; second, the employee with the earliest birthday in that month and; lastly, if still ties, by the flip of a coin.

ARTICLE 6 **Probation**

Section 1 - Probation Period. Any person when first appointed to a position in the unit shall be on probation for a period of one (1) calendar year. After completion of the one (1) year probationary period, the probation period for transfers, promotions, and demotions, whether voluntary or involuntary shall be

for a period of six (6) months not counting time worked in a summer school assignment. If an employee is laid off or demoted without fault on his/her part during the initial probationary period, and such employee is appointed to a new position, that employee shall continue serving his/her remaining initial probation period, but in no case shall that probation period in the new position be less than six (6) months. Any person may be rejected on probation after the initial one (1) calendar year probationary period if he/she fails to complete all professional development requirements

Section 2 - Rejection on Probation. The appointing authority may at any time before the expiration of the probation period fixed according to these rules, reject any person appointed to a position, provided that the appointing authority shall forthwith inform the employee in writing such rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) calendar months; provided the recommendation shall be reported to the employee in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the Union. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned.

Section 3 - Name of Rejected Probationer May Be Placed on Re-Employment List. Any probationer rejected as provided in the preceding Section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probation period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and in case he/she is not restored to his/her former position, the appointing authority shall place his/her name on the re-employment list.

ARTICLE 7

Vacancies, Transfers, Promotions, Demotions, Reclassifications

Section 1 - Vacancies. A vacancy shall be any position open as a result of being newly created or because of resignation, retirement, transfer, promotion, or demotion. Any permanent position to which more than ten (10) hours per week per school year is added or any permanent position which moves from non-benefit to benefit eligible shall be considered a vacancy.

Section 2 - Vacancies from the first (1st) day of school with students, until the last day of the first (1st) Middle/High School term, shall be posted. Employees may bid on and accept only one (1) bid, unless bidding on and accepting a position that will move an employee's eligibility for benefits from non-eligible to eligible or increase their total number of hours by at least ten (10) hours per week. Vacancies occurring from the first day of the second Middle/High School term through the last day of the school year will be considered temporary and will need to be posted for the following year. Vacancies shall be filled by most senior capable, qualified and eligible bidders. Internal applicants selected will be temporary appointees and will be placed on the re-employment list at the completion of their temporary appointment. They will then go through the displacement process conducted after the end of the school year.

External applicants who work in excess of the sixty-seven (67) day requirement will be placed on the re-employment list and are eligible to participate in the displacement process conducted after the end of the school year.

Vacancies shall be filled by the posting and bidding process until there is no bid, or until a maximum of two (2) such vacancies become filled, whichever comes first. The remaining vacancies will be filled from the re-employment list first and then the sub pool. Bids shall be awarded within fourteen (14) working days.

Option. The administration may deny a transfer and/or promotion under this Article to not more than four (4) posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an "*option*". Options shall not accumulate from one year to the next. When the District exercises an option under this Article, the employees affected and the union shall be notified.

All Paraprofessionals who applied for a vacancy shall be notified by School District email of all bid outcomes.

Section 3 – Posting Vacancies Will Occur as Follows. The first day of the school term through the last day of school, postings will be for seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m.

After the last day of the school year, postings from June through the end of the week before school starts will be seven (7) calendar days. Postings will go up at 4:00 p.m. and close at 4:00 p.m.

All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

Any employee, who is not physically able to put in bids, may designate a proxy in writing to do so on his/her behalf with the Human Resources Department.

Section 4 – Temporary Re-Assignments. Any temporary re-assignments of twenty-four (24) hours or more and anticipated to last more than sixty-seven (67) days, shall be posted as a temporary re-assignment. The eligible bidder who accepts the position will be ineligible to bid again until the end of the temporary assignment or the April 1 postings. The School District will fill the position vacated for the temporary assignment by utilizing the re-employment list first, and then the sub pool list. Should there be no eligible bidders the re-assignment shall be filled first from the re-employment list and then the sub pool list.

In extreme staffing shortages, the School District reserves the right to temporarily reassign employee(s) for an undetermined period of time to cover the shortage. A list of volunteers will be created by the District. In there are no volunteers, placement will occur by inverse seniority from the closest District building. If the position of reassignment is in a higher pay grade, the employee will be paid at the rate of that pay grade.

Temporary positions anticipated to last less than sixty-seven (67) days will be filled first (1st) from the re-employment list and then from the sub pool list.

Any temporary military leave or special leave of absence shall be filled as above regardless of number of hours.

Section 5 - Overtime. Any employee within the bargaining unit required to work over forty (40) hours per week shall be paid time and one-half (1 ½) his/her regular rate of pay for each hour worked in excess of forty (40) hours. All overtime work must be approved in advance by the Superintendent of Schools or his/her designee. Overtime shall be computed to the nearest fifteen (15) minutes.

Section 6 – Lunch Period. Where a lunch period is scheduled, the employee shall be afforded a one-half (1/2) hour non-paid lunch time. The lunch period shall not be scheduled earlier than one-half (1/2) hour prior to their school's regularly scheduled period for children, nor later than one-half (1/2) hour after such regularly scheduled lunch period. Employees required to be on duty during their lunch period shall be paid for such time.

Section 7 – Classifications. The employer agrees to meet with the Union representative prior to the time a position in this unit is classified or reclassified in an effort to agree on an appropriate wage rate for the position. Should the parties not agree on such appropriate wage rate to be paid, either party may, in writing, appeal the dispute to the Human Resources Committee of the School Board of Independent School District No. 709. The decision of the Human Resources Committee shall be final and binding upon both parties. Thereafter, such final and binding decision shall be presented to the School Board for ratification without opposition by either party.

Section 8 – Pay Periods, Direct Deposit, Rates of Pay.

- a. Employees shall be paid bi-weekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit by depositing into such banks or credit unions as the employee shall designate, the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the employee.
- b. Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.
- c. Wage rates and step procedures shall be paid all employees as per Addendum A1.
- d. When an employee is promoted to a position with higher pay, the employee's salary shall be increased to that salary in the new pay range, which is next over the salary the employee was receiving prior to promotion. An employee who is reclassified to a new pay group shall receive the hourly rate of pay which is in the same step column that they currently occupy. The employee shall then progress through the steps as provided in section d. However, if at any time an employee is promoted to a pay level previously held, the employee shall receive the same step in the wage schedule that they previously held. In no case will an employee who is promoted to a previously held position receive a lower rate of pay than was paid before. These employees shall continue to progress through the pay steps as though they had not left the previous position.

When employees are demoted to a lower classified position, the employee shall remain at the same step in the new (lower) pay range, or be placed at a previously held step in the pay range, whichever is higher, and shall continue through the steps as though they had not been demoted.

When an employee is transferred to a new or formerly held classification within the same pay range, the employee will continue in the same step of the pay range and continue to progress through the steps as though there had been no transfer.

- e. Beginning with the 2022-23 contract year, newly hired employees shall be hired on the salary schedule to which their education attainment and experience at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of their education or experience shall not be entitled to later use to obtain advancement on the salary schedule. Employees thereafter shall advance steps based on the timelines set forth in the salary schedule.
- f. Except those specified to the contrary in Section c, employees shall remain in the first step as specified above until the beginning of the next pay period following completion of twelve (12) calendar months of service at which time he/she shall advance one (1) step in the pay schedule. After completion of two (2) calendar years of service, four (4), six (6), eight (8), ten (10), twelve (12) and fourteen (14) calendar years in a class, the employee shall advance to the next step in the pay schedule at the beginning of the next pay period.
- g. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standard Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Act, but this shall not affect the other rates provided herein.
- h. Reduction Allowed. Upon the request of an employee or by the appointing authority, an employee may be reclassified from a higher to a lower classified position, which in the discretion of the appointing authority; the employee is eligible to fill.
- i. Appointing authority shall make recommendations to School Board for demotion. The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 13 if he/she does not agree with the appointing authority's recommendations.

ARTICLE 8

Displacement/Layoff Procedure

Section 1 - When it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of hours assigned to a position in excess of ten (10) hours per week during a contract year, or results in a loss of health benefit eligibility or to reduce the number of employees in a given classification, the reduction shall occur in the following order and manner:

- a. Those employees so affected, may bid for vacancies for which they are qualified in accordance with Article 7 of this Agreement;
- b. Any permanent employee in an affected position shall be permitted to exercise School District seniority rights to replace an employee with less seniority in the same or another job classification. The affected employee may bump any employee who is less senior in School District seniority and who is one of the sixty (60) lowest senior employees on the seniority list, provided the employee has the physical fitness and ability and meets the minimum qualifications to perform the duties in the new position.

For the purposes of bumping, the following program classifications are established:

CLASSIFICATION I	
Instructional Paraprofessional (Headstart, Title I, ECFE, Learning Readiness)	Special Education Paraprofessional/ Student Specific
Health Paraprofessional	Special Education Paraprofessional/LPN
Health Paraprofessional/LPN	Special Education Program Paraprofessional
Media Paraprofessional	Supervisory Paraprofessional
Special Education Paraprofessional/BW	Early Childhood Supports and Screening Assistant

CLASSIFICATION II	
Asian Oriented Paraprofessional	Integration Specialist/ Cultural Facilitator Paraprofessional
Certified Lifeguard Paraprofessional	Licensed Cued Speech Transliterater
Certified Occupational Therapy Assistant (COTA)	Licensed Sign Language Interpreter/Transliterater
Child Care Paraprofessional	Management Information Systems
Community Liaison Paraprofessional	Mental Health Practitioner
Cultural Center Paraprofessional	Physical Therapy Assistant (PTA)
Cultural Immersion Program Paraprofessional	Pre-licensed ASL Interpreter
Cultural Liaison Paraprofessional	Pre-licensed Cued Speech Transliterater
ELL	Language Facilitator-Sign
Experience Center Manager	Special Education Paraprofessional/ RN
Family Service Workers	Technical Tutor
Graphic Artist	Technical Tutor/Auto Mechanic
Indian Oriented Paraprofessional	Technical Tutor//Evaluation & Testing
Indian Student Services Coordinator	Technical Tutor/Industrial Technician
American Indian Home School Liaison	Transition Liaison Paraprofessional

Classification I incumbents affected by position elimination or bumping may not bump less senior employees in Classification II. Classification II incumbents so affected may bump less senior employees in Classification I.

- c. An employee displaced in the process shall have the rights as detailed above in 1(a) and 1(b).
- d. During any layoff, no temporary or original probationary employee shall be employed while any permanent qualified employee under this bargaining unit is laid off and requests work.
- e. An employee not assigned to a position under these provisions shall be placed on the re-employment list by School District seniority.
- f. The School District shall give notice in writing to the employee or employees to be laid off and shall transmit to the Union the names of those so notified.
- g. This Article shall be grievable pursuant to Article 13 of this Agreement.

Section 2 - In implementing Section 1 of this Article, where it is determined that two (2) or more persons in the class in which the layoff or reduction is to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined in accordance with the process identified in Article 5, Section 4. If a coin flip occurs, a Union representative shall be present at such determination. The Union and affected employees shall be notified in writing of the outcome.

Section 3 - Employees Choosing Not to Exercise Their Bumping Rights. Employees who do not meet the minimum requirements of a position, or qualify for bumping rights under Article 8, but choose not to exercise their bumping rights will be placed on the re-employment list and will not be considered laid off.

Such employees may apply for substitute positions but shall not be given first preference as covered by 1(e) of this Article.

Section 4 – The parties agree to meet and confer prior to March 1 regarding the process of posting, bidding and bumping related to projected school closures.

ARTICLE 9 **Summer Work Assignments**

Section 1 - Assignment of summer work shall be made to those employees who request to work during the summer recess on the following basis:

- a. Employees who are regularly assigned to work within a program offered during the summer shall be assigned to such work before other persons. Where two (2) or more programs are identical and only one (1) is offered in the summer, the senior applicant applying using School District seniority shall be assigned.
- b. By total School District seniority per request of those who qualify.
- c. Employees shall be notified of their summer assignments at least two (2) weeks prior to the start of the summer session, if possible.

Section 2 - Assignment of summer work shall be made to those employees in Extended School Year Special Education programming as follows:

- a. Offered first to the employee who performed the job during the school year.
- b. Offered to the most senior employee in the program classification as defined in Article 8.
- c. Offered to the most senior paraprofessional who meets the minimum qualifications of the position.
- d. By total School District seniority.

All employees who are employed during the summer recess or called into substitute during the summer recess shall be paid at the rate of the classification in which they are assigned.

ARTICLE 10 **Suspensions**

Section 1 - Suspension. The appointing authority and, in his/her absence, the designee acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

Section 2 - Employee to Be Notified of Suspension. In case the appointing authority or his/her designee acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 13 if he/she disagrees with the action of the appointing authority.

ARTICLE 11 **Resignations**

Section 1 - Resignations. Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.

Section 2 - Resignations Without Notice. If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.

Section 3 - Resignations May Be Withdrawn. Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list.

Section 4 - Resignation May Be Presumed in Certain Cases. Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

ARTICLE 12 **Removals**

Section 1 - Removals. Any employee holding a position in the classified service who has completed the probationary period prescribed in accordance with these rules may be removed only for cause; that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

Section 2 - Causes for Removal. The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

- a. That the employee is incompetent or inefficient in the performance of his/her duties.
- b. That the employee has been wantonly careless or negligent in the performance of his/her duties.
- c. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
- d. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
- e. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
- f. That the employee has failed to obey reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the School District or to the public.

- g. That the employee has been convicted of a criminal offense.
- h. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
- i. Employee's job performance is impaired due to his/her tardiness or absence from work.
- j. That the employee removed public or personal property from his/her place of employment without the owner's or supervisor's approval.
- k. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

Section 3 - Who May File Removal Charges. The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory for two (2) consecutive rating periods; and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

Section 4 - Charges to State Grounds for Removal. Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.

Section 5 - Appointing Authority to Mail Notice of Charges to Employee. Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 13 of this Agreement if he/she does not agree with the action of the appointing authority.

Section 6 - Removed Employee Not Eligible to Compete for Future Employment. Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment with the School District.

ARTICLE 13 **Grievance Procedure**

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Definitions

A "**Grievance**" is an action instituted under this Article by an aggrieved employee or the Union 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.

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.

The term "**Days**" when used in this grievance procedure shall refer to working days.

Representation Rights

Section 1 - The School District shall be a party to all grievances at all steps and may be represented by its designated representative.

Section 2 - The aggrieved employee reserves the right to be represented by a representative of his/her choice including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

Step I

The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or through the use or reasonable diligence should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the principal or other head of a school, if assigned to a school, and if not assigned to a school, then his/her immediate supervisor, other than a member of the Teachers' Bargaining Unit, who is not a member of the Paraprofessional Bargaining Unit, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The principal or supervisor shall immediately set a hearing date within ten (10) days of filing and notify the Union and the aggrieved employee. A decision in writing by the principal or supervisor shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee, the Union, and the Human Resources Manager. Appeal from this decision shall be taken by the aggrieved employee within ten (10) days of the communication of the decision to him/her.

Step II

In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Human Resources Manager, the Human Resources Manager or his/her designee shall set a hearing within twenty (20) days of the filing of an appeal with him/her by the aggrieved employee, or within twenty (20) days of communication to him/her (the Human Resources Manager or his/her designee) of the decision at Step I, and shall so notify the aggrieved employee, principal, or supervisor, and the Union. The Human Resources Manager or his/her designee shall then proceed to such hearing and notify the aggrieved employee, principal or supervisor, and the Union, of his/her decision in writing within ten (10) days of the hearing.

Arbitration

The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Human Resources Manager. The Human Resources Manager shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the 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 Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make his/her 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 Union and the School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, 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 a violation 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 any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration including the taking of a verbatim report, but each of them (the School District and Union) 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. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed at the time therefore.

Miscellaneous Provisions

Section 1 - The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II 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 ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.

Section 2 - The days specified are working days. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union 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.

Section 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.

Section 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 Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

Section 5 - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

Section 6 - All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of an aggrieved employee or employees, such employee or employees and the Union 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 work hours.

Section 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 14

Leaves

Section 1 - Sick Leave.

- a. Employees holding a position in the classified service who have served at least six (6) months of the required probationary period shall be granted sick leave with full pay at the rate of accumulation of 0.06 times the regular scheduled number of hours paid, accumulative to a maximum equal to one-hundred seventy (170) times the scheduled number of hours worked per day. Such leave may not be used during the first six (6) months of active employment with the School District. Employees will not accrue sick leave during summer work assignments. However, employees may use accumulated sick leave when ill during summer work assignments. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precluded prior notice and approval. (See Article 20, Insurance and Hospitalization Coverage regarding requirements for continuous insurance and hospitalization coverage.)
- b. **Sick Leave - Family Leave.** Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness, or injury in the immediate family requiring the care or attendance of employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee. "**Family**" shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent,

mother-in-law, father-in-law, sibling, spouse, adult child, grandparent, and grandchild. This shall also apply to foster relationships of 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. The School District may require a supporting written statement from the attending physician for any family medical leave. No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota State Statute §181.9413 (2013).

- c. **Death in Family.** Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than 150 miles from the City of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.
 1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
 2. Definition of **"family"** under death in the family shall constitute members of the immediate family including spouse, father, mother, brother, sister, child (biological, step, adopted or foster), grandparent, grandchild, in-laws, aunts, uncles, nieces and nephews. This shall also apply to domestic partners as defined by City of Duluth Legislative Code Chapter 29D, Section 29D 1 through 5.
- d. **Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.
- e. **The Appointing Authority Shall Require Certificate of Sick Leave.** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable medical professional.

In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

- f. **Sick Leave Bank.** Each new contract employee, upon completion of six (6) months employment, shall contribute one (1) day to the sick leave bank. This deduction shall be deducted from such employee's accrued sick leave in either October 1 or May 1, whichever comes first. Employees who exhaust all accrued vacation, personal leave and sick leave, may borrow from the sick leave bank. The sick leave bank by-laws specify the required documentation to access the bank and rate of repayment. Human Resources and the Union will provide this information to employees upon request.

The sick leave bank shall be administered and be subject to the conditions, rules and regulations as adopted by the governing committee. The committee shall consist of three paraprofessionals appointed by the Union and three members appointed by the Superintendent, including the Human Resources Manager and/or his/her designee, who shall act as chairperson. The committee shall meet as needed. Meetings may be called by the Human Resources Manager or his/her designee or the Union to discuss the sick leave bank. The committee may modify the rules and regulations.

Section 2 - Special Leave of Absence.

- a. Any employee holding a position in the classified service who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered reasonable by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year. All employees with three (3) years of continuous service in the Unit shall qualify for a special leave of absence without pay if requested in accordance with this Article. The leave of absence will be considered a "B" leave of absence. Such leave shall be granted only once every three (3) years per employee. The employee on such leave will be required to advise the School Board of his/her intention to return at least two (2) weeks before returning to work. Returning employees will be placed on the re-employment list and secure positions for the following school year according to Article 5, Section 2 of this Collective Bargaining Agreement.
- b. Special leave to be in writing. Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.
- c. Union Leave. Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team. Local union stewards, local union officers, union officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the School District. Requests for Union leave shall include the anticipated number of days requested, as well as the dates of the leave.

Upon the written request of the Union, leave shall be granted to employees who are appointed full-time representatives of the Union. Annually, the School District may request the Union to confirm the employee's continuation on Union leave.

Leave time for service on a union master negotiating team/assembly, supplemental negotiations, School District meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a union master negotiating team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

Reinstatement after leave. An employee on an approved leave of absence is required to contact the School District if an extension is being requested. Failure to contact the School District about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from the School District.

Employees returning from extended leaves of absence (one month or more) shall notify the School District at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the School District. Employees returning from unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. No seniority will be lost.

Union leave of absences of less than one (1) school year shall be filled through the temporary assignment language in Article 7, Section 4.

When an employee returns from an approved leave of absence of more than one (1) school year, and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder.

Section 3 - Special Leave of Absence (FMLA & Parental).

- a. **Parental Leave.** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for a 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 School 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 School District.

- b. **Special Leave of Absence (FMLA).** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the School District's Family and Medical Leave Act Policy, which Policy shall be in compliance with the Family and Medical Leave Act.

Section 4 - School Board to Determine Status of Employee on Return.

- a. For each separate case of special leave without pay, the School Board shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former

position on his/her return from such leave or whether his/her name shall be placed on the re-employment list. Employees are normally reinstated to their original position where the leave is mandated by state statute.

Section 5 - Military Leave of Absence.

- a. Any employee while holding a permanent position in the classified service of the School Board, who, shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
- b. Reinstatement of employee on military leave of absence. Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
 1. That the position has not been abolished;
 2. That the employee is not physically or mentally disabled from performing the duties of such position;
 3. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty, makes application for reinstatement within forty-five (45) days;
 4. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.
- c. Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
- d. **Employee on Probation May Receive Military Leave of Absence.** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.
- e. **Vacancy Caused by Military or Special Leave of Absence to Be Known as Temporary Vacancy in Permanent Position.** A vacancy created by an employee receiving a military or special leave of absence shall be filled by the provisions in Article 7, Section 4.
- f. **Name of Substitute to Be Placed on Re-Employment List.** The name of any person appointed to a temporary vacancy in a permanent position as a substitute shall, upon the re-instatement of the regular incumbent, be placed upon the re-employment list.
- g. **Substitute May Be Appointed as Regular Incumbent.** If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position said position shall be posted as a vacancy per Article 7.
- h. **Name of Substitute May Be Placed on Re-Employment List If Called into Armed Forces.** The name of any substitute who, while acting as such, becomes a member of the armed forces of the United States

in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said armed forces said substitute shall file a written request with the School Board and if said substitute is mentally and physically capable of handling said position, provided, that if the name of more than one (1) such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.

- i. Military leave of absence with pay up to fifteen (15) calendar days per year as required by Minnesota Statutes, Section 192.26 or any act amendatory thereof. Where possible, all military leave with pay shall be taken while the employee is not working, 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 leave with pay from the School District during the time the employee is working.

Section 6 - Jury Duty.

- a. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request to the court for release from that assignment prior to being placed on the jury.
- b. While on jury duty an employee will be paid the regular contractual salary of the job, which they were scheduled to work. However, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

Section 7 - Any other reason for which the granting of a leave of absence is required by law.

Section 8 - Any paraprofessional on leave of absence may, if he/she so elects, remain in the School District's hospitalization group provided he/she pays all the premiums in advance to the School District.

Section 9 – Holidays, Personal Leave Day, School Closings/Spring Break Make-up Time.

- a. **Holidays.** All employees within the bargaining unit who are regularly scheduled to work on a holiday, shall receive as paid holidays:

Labor Day
 Education Minnesota in October
 Thanksgiving -Fourth Thursday in November
 The day after Thanksgiving
 Christmas Eve – December 24
 Christmas Day – December 25
 New Year's Eve Day – December 31
 New Year's Day – January 1
 Presidents' Day – Third Monday in February
 First day of spring recess
 Memorial Day – Last Monday in May

For those employees whose regular position calls for a work year which extends beyond forty-two (42) weeks, July 4th.

Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

- b. **Personal Leave.** All employees within the bargaining unit may take three (3) personal leave days per year at a time approved by the employee's supervisor and agreeable with the employee. The days will be deducted from the employee's sick leave balance.
- c. **School Closing.** When a school or schools are closed by order of the Superintendent or his/her designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for the first day with no deduction from the employee's sick leave balance. Any additional days will be deducted from the employee's sick leave balance at the employee's choice or the employee can choose to take leave without pay.
- d. **Spring Break Make-up Time.** *(Effective June 30, 2015, spring break make-up time will sunset at the end of the work day.)*
 - 1. The Collective Bargaining Agreement between the parties is hereby revised to provide that the paraprofessionals shall have the option to make-up two (2) days' worth of time per school year as is currently being done as "**Spring Break Make-Up Time**". A day shall be defined as equal to the hours the individual paraprofessional regularly works in one (1) day.
 - 2. The paraprofessionals who have previously qualified for the additional day will remain as negotiated.
 - 3. Anyone hired with a hire date of September 1, 1999 or greater will only get two (2) days of make-up time.
 - 4. If the School District returns to daytime conference, the members of the paraprofessional unit shall be allowed to work those days.
- e. **Two Hour Late Start.** When a school or schools start two (2) hours late by order of the Superintendent or his/her designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for two (2) hours. Such hours will be deducted from the employee's sick leave balance at the employee's choice or employee can choose to take leave without pay.

Section 10 – Vacations. Employees in this unit shall not be entitled to vacation except as provided hereafter in this Article. Employees assigned to a position for forty-one (41) weeks or more per year, and those assigned for a thirty-eight (38) week work year who receive an assignment to be worked during the summer months that is an assignment designated as a contract extension, and work a minimum of ten (10) hours per week during the extension period shall be entitled to earn vacation in accordance with the following schedule:

Number of Weeks Worked	Vacation Earned
41	3 Days
42	3 Days
43	4 Days
44	4 Days
45 or More	5 Days

On September 1, a determination will be made as to the number of weeks worked in the previous contract year. Using the chart above, the number of days shall then be determined and credited to a vacation account for the individual in hours. The number of hours so credited may be taken as vacation during the succeeding twelve (12) month period at times that meet with the approval of the employee's supervisor.

ARTICLE 15

Employee Personnel Files and Policies

It is recognized by both parties that employee's personnel files may contain evaluations and material received from outside sources, which is solicited with the understanding that it will be kept confidential. It is further recognized that employees generally have the right to know how they stand with respect to evaluations made of their performance in this system.

Section 1 - Employees shall have the right to inspect and to obtain copies at their expense of all evaluations on file relating to the individual employee and submit for inclusion in the file written information in response to any such material.

Section 2 - All service ratings shall be reviewed with the employee by his/her supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation.

The employer may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The employer shall provide copies of any proposed changes in personnel policies to the Union prior to posting. New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

ARTICLE 16

Union Security

Section 1 - Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each such Union member's wages the monthly Union dues of such employee and shall remit the same to the appropriate Union 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 Union the "*fair share*" fee required by law upon appropriate action being taken by the Union pursuant to law, such sum not to exceed the monthly dues of Union members.

Section 2 - The employer shall deduct from the wages of any employee who is a member of the Union, PEOPLE (Public Employees Organized to Promote Legislative Equality) program a deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 17

Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

ARTICLE 18
No Strike Clause

AFSCME Council 5, Local 66 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, except as otherwise permitted by law.

ARTICLE 19
Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 20
Insurance and Hospitalization Coverage

Section 1 – Eligibility. The School District shall make available to each employee within this bargaining unit who regularly works twenty-four (24) or more hours per week during the school year the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall make the same employer contributions for employees in this bargaining unit and their dependents as are paid for employees within the teacher bargaining unit.

Any change to the coverage of the School District health insurance policy (as contracted with the School District's contribution to the premium), negotiated by the exclusive representative of the Duluth Federation of Teachers, during the term of the contract shall be promptly presented to the Union. Employees covered by this contract shall then vote on these changes.

Employees do not have to be enrolled in the medical/hospitalization insurance to be eligible for long-term disability, life insurance, and dental insurance.

Section 2 – Dental. The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Section 3 – Life Insurance. The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for basic life insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional life insurance. Only such options as are available in the life insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

Section 4 – Long Term Disability (LTD). The School District will pay the cost of an LTD income protection plan for those eligible (20 or more hours per week) employees in the bargaining unit. 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 on 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 for the next calendar year.

Section 5 – Leaves of Absence. An employee must be on a paid status on the first workday of each month in order to be eligible for the School District's insurance plans. The only exception is if they qualify for the Family Medical Leave Act (FMLA) due to medical reasons. Should the employee be on a leave of absence without pay at the beginning of any month, their insurance will be terminated the end of the month in which they last worked and/or were on paid status. The employee will be sent a COBRA notice. COBRA requires the employee to pay the full premium should they elect coverage.

Section 6 – Summer Coverage. Paraprofessional members who are eligible for School District insurance will receive coverage for the summer only if they complete the school year. These employees must be at work, on a paid leave, or FMLA on the last day of the school year to be eligible for July and August.

Section 7 - Health Care Savings Plan (HCSP).

1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits, as defined below, to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day times the hourly rate in effect at the time of retirement.
3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by three percent (3%). The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses per the laws/rules governing the HCSP. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

Section 8 - Dental. The employer shall pay, on behalf of each employee in the unit who is eligible for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from his/her earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

ARTICLE 21

Work Related Damage to Personal Items

When an employee, while on the job with ISD 709, suffers the loss of his/her eyeglasses or contact lenses or personal hearing devices, due to physical contact with a student, the School District shall reimburse such employee the fair and reasonable cost for repair or replacement of the item(s). The employee shall file an accident report for such reimbursement claim.

ARTICLE 22

Professional Development

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least three (3) days of job appropriate in-service training to be offered during student conferences or teacher in-service days. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours. By the last Monday of the current school year a schedule of training dates for the following school year will be provided by the District to all Paraprofessionals.

ARTICLE 23

Renewal

Section 1 - This Agreement shall continue and remain in full force and effect until the first day in July 2021, and from year to year thereafter unless either party hereto shall give written notice to the other not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2023; of such party's desire to inaugurate collective bargaining discussions over changes of any one (1) or more Articles of this Agreement. Notice and substance of changes desired shall be included with the written notice. The other party shall have fifteen (15) days thereafter to respond with its proposals.

Section 2 - This Agreement is not subject to re-negotiation during the term hereof, unless mutually agreed upon between the parties; provided, however, this does not deny employees redress under the normal grievance procedure when it pertains to wages, hours, and terms and conditions of employment.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

Signature Page to Follow

AFSCME COUNCIL 5, LOCAL 66


By: 
Field Representative

By: 
Field Director

By: 
Local 66 President

INDEPENDENT SCHOOL DISTRICT NO. 709

By: 
Chairperson, School Board

By: 
Clerk, School Board

**ADDENDUM A1
2021-2022 WAGES**

Pay Grp	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
1	Instructional Paraprofessional	15.03	15.83	15.98	16.12	16.31	16.54	16.76	16.99	17.31
2	ECFE Paraprofessional Learning Readiness Paraprofessional Media Paraprofessional Title I Paraprofessional Early Childhood Support and Screening Assistant	15.73	16.57	16.71	16.84	17.01	17.26	17.45	17.72	18.02
3	Certified Lifeguard Paraprofessional Supervisory Paraprofessional	16.44	17.32	17.43	17.60	17.76	18.01	18.21	18.43	18.77
4	Asian Oriented Paraprofessional Headstart Paraprofessional Health Paraprofessional Indian Oriented Paraprofessional Sign Language Facilitator Special Education Building-wide Paraprofessional Special Education Student-Specific Paraprofessional Special Education Program Paraprofessional	17.38	18.20	18.32	18.48	18.70	18.89	19.13	19.34	19.67
5	American Indian Home School Liaison Child Care Paraprofessional Community Liaison Paraprofessional Cultural Center Paraprofessional Cultural Immersion Program Paraprofessional Cultural Liaison Paraprofessional Family Service Worker Indian Student Services Coordinator Integration Specialist/Cultural Facilitator Paraprofessional Management Information Systems Paraprofessional Special Education Student-Specific Paraprofessional Setting III Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician Transition Liaison Paraprofessional	18.49	19.28	19.43	19.61	19.74	19.93	20.23	20.41	20.74
6	Certified Occupational Therapist (COTA) Experience Center Manager Graphic Artist Health Paraprofessional/LPN Physical Therapy Assistant (PTA) Special Education Paraprofessional/LPN	22.29	23.09	23.28	23.44	23.56	23.81	24.02	24.22	24.51
7	Mental Health Practitioner Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterators* <small>*Must have completed certification as required for District reimbursement.</small>	23.43	24.17	24.34	24.47	24.62	24.90	25.07	25.33	25.61
8	Licensed Cued Speech Transliterators Licensed Sign Language Interpreter/Transliterators Special Education Paraprofessional/RN	28.11	28.60	29.67	30.77	31.83	32.92	34.00	35.10	36.20

Pay Grp	Classifications	Step 1 0-12 mos.	Step 2 12+ mos.	Step 3 2+ yrs.	Step 4 4+ yrs.	Step 5 6+ yrs.	Step 6 8+ yrs.	Step 7 10+ yrs.	Step 8 12+ yrs.	Step 9 14+ yrs.
1	Instructional Paraprofessional	15.37	16.18	16.34	16.49	16.68	16.92	17.14	17.38	17.70
2	ECFE Paraprofessional Learning Readiness Paraprofessional Media Paraprofessional Title I Paraprofessional Early Childhood Support and Screening Assistant	16.08	16.95	17.08	17.22	17.40	17.65	17.85	18.12	18.42
3	Certified Lifeguard Paraprofessional Supervisory Paraprofessional	16.81	17.71	17.83	17.99	18.16	18.41	18.62	18.84	19.20
4	Asian Oriented Paraprofessional Headstart Paraprofessional Health Paraprofessional Indian Oriented Paraprofessional Sign Language Facilitator Special Education Building-wide Paraprofessional Special Education Student-Specific Paraprofessional Special Education Program Paraprofessional	17.77	18.61	18.74	18.89	19.12	19.31	19.56	19.77	20.12
5	American Indian Home School Liaison Child Care Paraprofessional Community Liaison Paraprofessional Cultural Center Paraprofessional Cultural Immersion Program Paraprofessional Cultural Liaison Paraprofessional Family Service Worker Indian Student Services Coordinator Integration Specialist/Cultural Facilitator Paraprofessional Management Information Systems Paraprofessional Special Education Student-Specific Paraprofessional Setting III Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician Transition Liaison Paraprofessional	18.90	19.72	19.86	20.05	20.19	20.38	20.68	20.87	21.20
6	Certified Occupational Therapist (COTA) Experience Center Manager Graphic Artist Health Paraprofessional/LPN Physical Therapy Assistant (PTA) Special Education Paraprofessional/LPN	22.79	23.61	23.81	23.96	24.09	24.35	24.56	24.77	25.06
7	Mental Health Practitioner Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterater* <small>*Must have completed certification as required for District reimbursement.</small>	23.95	24.72	24.88	25.02	25.18	25.46	25.64	25.90	26.19
8	Licensed Cued Speech Transliterater Licensed Sign Language Interpreter/Transliterater Special Education Paraprofessional/RN	28.74	29.24	30.34	31.46	32.55	33.67	34.76	35.89	37.01

Longevity - Employees with twenty (20) years of service based on their seniority date will receive \$360 per year to be paid in a lump sum amount on the second pay period in May of each year.

RESOLUTION

Paraprofessional Employees

RESOLVED, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Paraprofessional Employees, a summary of which is in the hands of all School Board members, be approved and adopted for the period of July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

RESOLUTION

Food Service Employees

RESOLVED, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Food Service Employees, a summary of which has been provided electronically to all School Board members, be approved and adopted for the periods of July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**Resolution #HR-3-22-3873
March 15, 2022**

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH, MINNESOTA

and

FOOD SERVICE EMPLOYEES

EFFECTIVE DATES

July 1, 2021

To

June 30, 2023

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AGREEMENT

Between

AFSCME Council 5

And

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

THIS AGREEMENT, entered into by and between AFSCME Council 5, herein referred to as the "**Union**" and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the "**School District**", and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's human resource policies affecting the working conditions of the employees.

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

ARTICLE 1

Union Recognition & Unit Description

The School District formally recognizes AFSCME Council 5 as the exclusive bargaining agent for all food service employees of the School District as are within the mutually agreed upon bargaining unit. The unit shall consist of all regular full and part-time food service personnel excluding supervisors and its clerical employees, part-time employees whose service does not exceed twelve and one half (12 ½) hours per week, or thirty-five percent (35%) of the normal work week, and employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

The Union 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 Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

ARTICLE 2

Management Rights

It is understood and agreed that 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.

ARTICLE 3

Definitions

- A. The term "**School Board**" as used in these rules means the School Board of Independent School District No. 709, St. Louis County, Minnesota.
- B. The term "**School District**" as used in these rules means Independent School District No. 709, St. Louis County, Minnesota.
- C. "**Appointing Authority**" means the School Board or a staff officer delegated to perform those functions required of an appointing authority in these rules.
- D. "**Position**" means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one person in the performance and exercise thereof.
- E. "**Permanent Position**" means any position in the classified service of the School District which has required or which is likely to require the services of an incumbent without interruption for a period of more than sixty-seven (67) working days in any calendar year.
- F. "**Temporary Position**" means any position in the School District, which requires or is likely to require the services of any

- incumbent for a period of sixty-seven (67) working days or less.
- G. **"Employee"** means a person who is legally an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.
 - H. **"Substitute Appointment"** means an appointment to fill a temporary vacancy in a permanent position caused by the temporary absence of the regular incumbent because of sickness, special leave of absence, military leave of absence, or other similar cause.
 - I. **"Eligible"** means any person whose name is on a re-employment list for a given class.
 - J. **"Class" or "Class of Positions"** means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.
 - K. **"Title," "Class Title" or "Classification Title"** means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.
 - L. **"Eligible List"** means a list of names of persons who have been found qualified for employment in positions in the classified service, including the names of persons on the re-employment lists as hereinafter defined.
 - M. **"Re-employment List"** means a list of the names of persons arranged in the order provided by these rules who have occupied permanent positions allocated to any class in the classified service, who have been separated from the service, and who, in accordance with these rules, are entitled to have their names certified to appointing authorities when vacancies in the class are to be filled, ahead of those whose names are on the employment list for the class.
 - N. The term **"Union" as** used in this contract shall mean AFSCME Council 5.

ARTICLE 4

Seniority

- A. District seniority shall consist of the total accumulated paid service of the employee in the bargaining unit. Classification seniority shall consist of the total accumulated paid service of the employee in a given classification and all higher classifications as provided for in Article 5.
- B. Time spent on paid sick leave, special leave authorized by the School Board and vacation shall count toward seniority. In the case of special leaves of absence over thirty (30) days, except military and maternity, the time spent on leaves shall not be counted.
- C. Any layoff because of lack of funds, work, or for other causes for which employees are not at fault, shall be made as provided by Article 9.
- D. Employees, as well as the employees' Union, shall be notified in writing of any contemplated layoff prior to bid sheets being released for the following year.
- E. Seniority lists shall be maintained and brought up to date as of April 15 of each year, with a copy submitted to the Union.
- F. Permanent employees who are employed in a long-term substitute position in a higher classification will accrue seniority in the higher classification only if within a twelve (12) month period they are permanently hired into the higher classification. Permanent employees employed in a long-term substitute position in a higher classification will continue to accrue seniority in their former classification.
- G. Permanent employees who are employed in a long-term substitute position in their classification will continue to accrue seniority in that classification.
- H. For employees hired simultaneously on or after July 1, 2002, the order of seniority shall be determined by the final ranking documented on the Interview Record. The interviewee with the highest point total will be first on the seniority list followed by the interviewee with the second highest point total and so forth until all interviewees who have been offered and accepted employment have been listed. A list of the interviewees who have accepted employment and their final ranking for seniority purposes will be placed in the employee's personnel file.
- I. For employees hired simultaneously on or after July 1, 2005, the order of seniority shall be determined by their birth date. Where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date, the break in the tie shall be determined as follows: First, the employee with the earliest school year birth month, second, the employee with the earliest birthday in that month, and; lastly, if still ties, by the flip of a coin. For purposes of this Section, July 1 will be considered the beginning of the school year.

ARTICLE 5

Vacancies. Transfers. Demotions. Promotions

- A. **Vacancy Defined.** A vacancy is a position expected to exceed sixty-seven (67) working days in a contract year.
- B. **Filling Of Vacancies That Occur During The School Year.** The District must fill all vacancies either by:
1. Posting and filling the vacancy through transfer, promotion, or demotion pursuant to Sections D and E of this Article; or
 2. Appointing a long-term substitute to fill the vacancy pursuant to Section F of this Article.
- C. **Filling Of Vacancies That Occur In The Summer.** Vacancies occurring after the May bid but before the beginning of the regular school year shall be posted and filled through transfer, promotion, or demotion, or from outside the unit as provided for in Sections D and E of this Article.
- D. **Posting Requirements.** Vacancies shall be posted within five (5) calendar days after it has been determined that a vacancy exists. The posting will run for a period of seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m. After the last day of the school year, postings from June through the end of the week before school starts will be seven (7) calendar days. Posting will go up at 4:00 p.m. and close at 4:00 p.m. All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. The effective date of positions filled by transfer shall be within five (5) working days after the end of the posting period. The effective date of positions filled by promotion or through demotion shall be within thirty (30) calendar days after the end of the posting period. If these deadlines cannot be met, the Union shall be notified with the specific reasons provided therefore.

Vacancies occurring after October 18, through the last day of the high school/middle school second term, may be posted as a permanent position for the remainder of the school year. Vacancies that occur during the third term of the high school/middle school schedule up to sixty-seven (67) days prior to the end of the school year will be filled by a long-term substitute.

- E. **Filling A Vacancy Through Transfer, Demotion or Promotion.** Vacancies shall first be offered to transfer applicants, then to demotion applicants and then to promotion applicants. For the purpose of determining an applicant's transfer, demotion, or promotion status, the following ranking of job classifications is established:
- (1) Secondary Production Manager
 - (2) Head Cook
 - (3) Elementary/Residential Satellite Manager
 - (4) Cook
 - (5) Nutrition Services Assistant
1. **Transfers.** A transfer is the assignment of an employee from a position in one job classification to a position in the same job classification. The transfer of an employee shall be done according to classification seniority as defined in Article 4.
2. **Demotions.** A demotion is the assignment of an employee from a position in one job classification to a position in a lower classification. A demotion may be either voluntary or involuntary.
- a. **Voluntary Demotion.** An employee may apply for voluntary demotion if the demoting employee has the experience to meet the minimum qualifications of the lower classification job as specified by the job description and has successfully completed a probationary period in that lower level. The classification seniority for an employee who voluntarily demotes shall consist only of the total accumulated paid service of the employee in the classification to which he/she voluntarily demotes.
 - b. **Involuntary Demotion.** The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 26 of this Agreement if he/she does not agree with the appointing authority's recommendation. The classification seniority for an employee, who is involuntarily demoted, except for reasons due to layoff, shall consist only of the total accumulated paid service of the employee in the classification to which he/she is involuntarily demoted.

3. **Promotions.** A promotion is the assignment of an employee from a position in one job classification to a position in a higher job classification. Promotions shall be filled by interview.
 - a. **Qualified Applications.** Applications for promotion shall be accepted from all bargaining unit employees who have the experience necessary to meet the minimum qualifications as specified in the job description. The three (3) qualified candidates with the greatest District seniority as defined in Article 4 shall be selected for interview. If any of those candidates are not interested in being interviewed, the next senior applicant will be selected to interview.
 - b. **Interviews And Selection.** The District shall have the right to interview three (3) qualified candidates and shall fill the vacancy with one (1) of the three (3) candidates. If the selected candidate declines the position, the District may proceed to fill the position from within or from outside the unit without exercising an option as defined in (c) below. If there are not three (3) candidates from within the bargaining unit, the District may interview additional candidates from outside the unit to ensure a minimum of three (3) qualified candidates. When the District proceeds to consider applicants from outside the unit to fill a position, all current non-unit food service employees who express an interest to the Human Resources Department at the time of the vacancy will be forwarded to the screening process.
 - c. **Options.** An option allows the District to deny a promotion under 3 (b) above. The number of options the District may exercise is limited to not more than ten percent (10%) of all posted positions occurring between September 1 of one year and August 31 of the following year. Options shall not accumulate from one year to the next year. The District may borrow three (3) options on September 1 of each year. When the administration exercises an option under this provision, the employees affected by the denial and the Union shall be so notified.

Should he/she desire to return to his/her former position within the ten (10) days, he/she shall not lose seniority in his/her former position. Should the school administration, within ten (10) days decide the promoted employee is incapable of performing the duties of the new position in a satisfactory manner, the employee shall be reassigned to his/her former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the ten (10) days. The ten (10) days referred to herein shall be included in an employee's probationary period in his/her newly promoted position of six (6) months.

- F. **Filling A Vacancy With A Long-Term Substitute.** Long-term substitutes may be hired to fill vacancies under the following circumstances:
 1. To replace permanent staff on leaves of absence.
 2. To fill vacancies that occur after October 18 that are expected to exist for more than sixty-seven (67) days.
 A person employed as a long-term substitute shall be a member of the bargaining unit, move through the wage schedule the same as a permanent employee and receive benefits in accordance with Article 25. If a long-term substitute is hired as a permanent employee that person will accrue seniority for all time worked in a long-term substitute assignment within the previous twenty-four (24) month period. No other earned benefits will be credited to the employee. The employee will be placed at the six (6) month step on the wage schedule only if they had been paid the six (6) month wage in a long-term substitute assignment in the same classification as the permanent position awarded.

Non-contract employees who were employed as long-term substitutes will be considered outside applicants when applying for contract positions.

- G. **Certification For Permanent Positions.** The cost of certification needed for all permanent positions to the extent required by law will be paid for by the District. The employee must be currently classified in the position requiring the certification.

ARTICLE 6

Bidding Procedure

- A. **May Bidding Procedure Defined.** In May of each year, employees shall bid according to classification seniority on available positions for the following year. All known positions for the following year shall be included in the May bid.
- B. **Bidding Notice.** The first Monday in May, the Human Resources Office shall email a form or forms to each employee stating the location and the hours of work per day of each position for which they are entitled to bid. Forms will be mailed to the employee upon written request to the Human Resources Office.
 1. All employees shall receive a bid sheet for all positions in their classification. For purposes of this Article, the following job classifications are established:
 - 1) Secondary Production Manager
 - 2) Head Cook
 - 3) Elementary/Secondary Satellite Manager

- 4) Cook
- 5) Nutrition Services Assistant

2. **Additional Bid Sheets.** Employees shall receive additional bid sheets as follows:
 - a. When there are more positions open in a given job classification than the number of employees holding that classification, employees in all higher classifications shall receive bid sheets for positions in the lower classifications which the employee has previously held;
 - b. When there are fewer positions open in a given job classification than the number of employees holding that classification, all employees in that job classification shall receive a bid sheet for positions in all lower classifications.
- C. **Employees' Bidding Rights.** Upon receipt of the bidding notice, employees shall have ten (10) working days from the first Monday in May to complete the forms and return them to the Human Resources Office. All employees shall list in numerical order their preferences for assignment for the next year. For those employees who will not accept a certain position, there shall be provided an appropriate blank to the left of the position to initial to verify the employee's intent. The Union shall have access to copies of all bids and shall be notified in writing of any employee who is faced with the layoff procedure.
- D. **Assignment Procedure.** Employees shall be assigned the position of their highest preference for which they have the most classification seniority in the following order:
 1. All employees bidding on positions within their classification or involuntarily bidding on a position in a lower classification;
 2. All employees bidding on position in a lower classification.
 3. Employees will receive notification of assignment from the District on or before the end of the school year or before June 10, whichever comes first.
- E. **Remaining Positions.** Any position remaining open after the bidding process shall be posted as a vacancy and filled in accordance with Article 5, Sections D and E. Those employees who do not have an assignment when the bidding process is completed will be given notice of layoff under provisions of Article 9 (b).

ARTICLE 7

Union Security

- A. Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each union member's wages the monthly union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated.
- B. The employer shall deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 8

No Strike Clause

The AFSCME Council 5 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.

ARTICLE 9

Layoff

- A. **Layoff.**
 1. When it becomes necessary to reduce the number of employees in a given class through lack of funds or for other cause for which the employee is not at fault, temporary and provisional employees shall be the first to be laid off. Any further decrease of the number of employees shall be according to classification seniority accomplished first, by laying off the employee in the affected classification with the least classification seniority, or demoting him/her to a lower class, providing (a) he/she has classification seniority in the lower class and (b) the least senior employee in

that class would have been laid off even if no reduction had been made in the higher class. When two (2) or more persons in the class in which the layoff or reduction is to be made have equal classification seniority, the order of layoff or reduction in such tie cases shall be determined by the total years of service with the School District, and if a tie still exists, by the employee with the earliest birthdate in a calendar year.

Classification seniority for employees who move to a lower classification due to a layoff situation shall include seniority earned in the lower classification and in all higher classifications.

Any person reduced under the provisions of this Section shall receive and choose to bid on positions in his or her former higher classification as if he/she had been actually so employed.

An employee about to be laid off pursuant to this Section shall be entitled to bump into an available open position for which the employee is qualified, at the same or lower pay grade.

2. The employee must have the physical fitness and ability to perform the duties of the lower position.
 3. Demotions made in accordance with this Section are subject to Article 16.
- B. **Appointing Authority To Notify Employee Of Layoff.** The appointing authority shall notify in writing the employee or employees to be laid off and shall forthwith transmit to the Human Resources Manager, the names of those so notified, and the Union.
- C. **Name Of Employee Laid Off To Be Replaced On Re-employment List.** The Human Resources Manager shall enter on the appropriate re-employment or qualifying list the names of those eligible for re-employment and those who desire to be re-employed when vacancies occur.

ARTICLE 10

Suspensions

- A. **Suspension.** The appointing authority and, in his/her absence, the officer acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.
- B. **Employee To Be Notified Of Suspension.** In case the appointing authority or the officer acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 26 if he/she disagreed with the action of the appointing authority.

ARTICLE 11

Resignations

- A. **Resignations.** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.
- B. **Resignations Without Notice.** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.
- C. **Resignations May Be Withdrawn.** Any employee who has resigned after giving proper notice may, within ten (10) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list for the class.
- D. **Resignation May Be Presumed In Certain Cases.** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) work days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

ARTICLE 12

Removals

- A. **Removal.** Except as provided in the next paragraph, any employee holding a position in the classified service who has completed the probation period prescribed in accordance with these rules may be removed only for cause that no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.
- B. **Causes For Removal.** The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:
1. That the employee is incompetent or inefficient in the performance of his/her duties.
 2. That the employee has been wantonly careless or negligent in the performance of his/her duties.
 3. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
 4. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
 5. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
 6. That the employee has failed to obey reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the District or to the public.
 7. That the employee has been convicted of a criminal offense.
 8. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
 9. Employee's job performance is impaired due to his/her tardiness or absence from work.
 10. That the employee removed public or personal property from his/her place of employment without the owner or supervisor's approval.
 11. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.
- C. **Who May File Removal Charges.** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.
- D. **Charges To State Grounds For Removal.** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.
- E. **Appointing Authority To Mail Notice Of Charges To Employee.** Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 26 of this Agreement if he/she does not agree with the action of the appointing authority.
- F. **Removed Employee Not Eligible To Compete For Future Employment.** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment within the School District.

ARTICLE 13

Leaves Of Absence

- A. **Sick Leave.** Employees assigned to a thirty-eight (38) week or less contract, shall be granted sick leave at the rate of accumulation of 0.074042 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours, hours worked for special events and summer assignments with a maximum of .592336 hours of sick leave for each day worked, accumulative to a maximum of two hundred (200) times (effective July 1, 2015) the scheduled number of hours worked per day, but may not be used during the first six (6) months of active employment with the School District. Prorated monthly sick leave and accumulation shall be provided employees working less than full time who qualify herein. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past

practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical, examinations or treatments, except where emergency precluded prior notice and approval. All sick leave accumulation and use shall be reported in hours.

Sick Leave - Family Leave. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of employee, such allowances is to be charged against the current or accumulated sick leave. Employees may use more than twenty (20) sick leave days per year for absences due to the illness or injury of a child to the extent provided in Minnesota Statutes, Section 181.9413. Such leave shall require the approval of the immediate supervisor of the employee. "Family" shall constitute members of the immediate family of an employee, spouse, or registered domestic partner and for purposes of this regulation shall include parent, step-parent, mother-in-law, father-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationship of 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. The School District may require a supporting written statement from the attending physician for any family medical leave. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota State Statute §181.9413 (2013).

Death In Family. Full pay for absences not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.

1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
2. Definition of "family under "death in family" shall constitute members of the immediate family which for purposes of this Section shall include spouse, father, mother, brother, sister, child, (biological, step, adopted, legal guardian or foster), grandparent grandchild in-laws aunts, uncles, and nieces/nephews. This shall also apply to domestic partners as defined by the City of Duluth Legislative Code, Chapter 290, Section 2901 through 5.

No employee, unless officially assigned to special duty shall be granted sick leave for any injuries or illness resulting from any gainful employment on the job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board.

- B. Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.
- C. The Appointing Authority Shall Require Certificate Of Sick Leave.** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science practitioner. In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.
- D. Special Leave Of Absence.** Any employee holding a position in the classified service who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.
- E. Special Leave To Be In Writing.** Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.
- F. Special Leave Of Absence (Parental).** Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year.

In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the

parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave. Any leave taken under this section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this section.

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

- G. **Special Leave Of Absence (FMLA)**. 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.
- H. **School Board To Determine Status Of Employee On Return**. For each separate case of special leave without pay, the School Board, shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for the class. Employees are normally reinstated to their original position where the leave is mandated by state statute.
- I. **Military Leave Of Absence**. Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
1. **Reinstatement Of Employee On Military Leave Of Absence**. Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
 - a. That the position has not been abolished;
 - b. That the employee is not physically or mentally disabled from performing the duties of such position;
 - c. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;
 - d. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.
 Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
 2. **Employee On Probation May Receive Military Leave Of Absence**. Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.
 3. **Military Leave of Absence With Pay Up To Fifteen (15) Calendar Days Per Year As Required By Minnesota Statutes, Section 192.26 Or Any Act Amendatory Thereof**. Where possible, all military leave with pay shall be taken while the employee is not working, 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 leave with pay from the School District during the time the employee is working.

- J. **Union Leave.** Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union negotiating team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency. Upon the written request of the Union, leave shall be granted to employees who are appointed fulltime representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union leave. Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by the Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.
- K. **Jury Duty.**
1. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty.
 2. The employee will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.
- L. Any other reason for which the granting of a leave of absence is required by law.
- M. Any employee on leave of absence may, if he/she so elects remain in the School District's hospitalization group up to a maximum of one (1) year, provided he/she pays all the premiums quarterly in advance to the School District.

ARTICLE 14

Service Ratings

- A. **Service Ratings.** The Human Resources Manager in cooperation with the School District shall recommend plans for obtaining from appointing authority and for checking, analyzing and verifying service ratings showing estimates of the performance and ability of employees working under their supervision, and the School Board may from time to time by order, give effect to such recommendations.
- B. **Factors On Which Employees Are To Be Rated.** Any such recommendations shall include the factors on which employees are to be rated. Such factors may include the quantity and quality of the work performed, the manner in which the work has been performed, observance by the employee during the period of rating of regulations and procedure, and any other factors the Human Resources Manager may deem significant.
- C. **Two Supervisors To Make Ratings.** Whenever service ratings are secured based upon the judgments of rating supervisors, the independent judgments of two (2) or more supervisory officers, at least one (1) of whom shall be the immediate superior of the employee whose services are rated, shall, if possible, be secured.
- D. **Human Resources Office To Maintain Records Of Service Ratings.** From service ratings and from investigations made from time to time as it may consider necessary, the Board shall establish and maintain records showing the service ratings of employees in the classified service for use in deciding seniority ties for determining the order of layoff, in discovering whether an employee is increasing or decreasing in usefulness, in discovering employees who because of low efficiency ought to be separated from the service, in aiding supervisors to discover and correct the deficiencies of employees, and in such other manner as may be found desirable.
- E. **Employee May Ascertain Service Ratings.** Any employee may, upon application at the Human Resources Office at any time during the business hours, ascertain his/her own service ratings as recorded and may also, with the consent of the Human Resources Manager, inspect any reports regarding him/her by supervisory officers.

ARTICLE 15

Probation

- A. **Probationary Period.** Any person appointed to a position in the classified service after certification from an eligible list shall be on probation for a period of six (6) months, unless a different period is specified in the job specifications of such tests; provided, that if any employee has been laid off or demoted without fault on his/her part, and has completed his/her probationary period and is appointed to a position in the same class or another class in which he/she has previously served a probationary period, he/she shall not be required to serve a second probationary period; provided further, that if an employee is laid off or demoted without fault on his/her part during the probationary period, and is appointed to a position in the same class from which he/she is laid off or demoted, the probationary period already served shall be carried over to the new appointment.

- B. **Rejection On Probation.** The appointing authority may at any time before the expiration of the probationary period fixed according to these rules reject for cause any person appointed to a position as the result of certification; provided, that the appointing authority shall forthwith report to the Human Resources Manager in writing each rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) months; provided, the recommendation shall be submitted to the Board in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the employee.
- C. **Name Of Rejected Probationer May Be Placed On Re-Employment List.** Any probationer rejected as provided in the preceding section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probationary period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, the Human Resources Manager shall place his/her name on the re-employment list for the class from which he/she was promoted and upon the re-employment list of all lower classes in the same series.
- D. **Appointing Authority To Notify Human Resources Manager Of Probationer's Work.** Within ten (10) workdays preceding the end of the probationary period, the appointing authority shall report to the Human Resources Manager in writing whether in his/her opinion the employee's work has been such as to indicate that he/she is able and willing to perform his/her duties in a satisfactory manner.

ARTICLE 16

Re-Employment Rights

- A. **Re-Employment List.** The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board has withdrawn his/her resignation, and who has not been restored to his/her position.
- B. **Arrangement Of Names On Re-employment List.** The names shall be arranged on the re-employment list for each class in the order of their seniority in that and higher classes in the same series, provided, that after a period of two (2) years any name shall be removed from the re-employment list for the class and the person notified of such action unless the period is further extended by the School Board; provided further, that the appointing authority may remove from any re-employment list the name of any person who, without giving a satisfactory reason, refuses to accept an appointment offered him/her.
- C. Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of A and B of this Article.

ARTICLE 17

Classifications

- A. The Union and the Employer agree that there shall be established job classifications as provided in Addendum "A". In the event a new or modified job specification or new title is proposed, the pay rate for said modified position or newtitle, if any, shall be set by negotiation between the Employer and the Union.
- B. **New Classified Positions.** The Employer will classify the position, develop a job description, provide a copy of the job description to the Union and notify the Union in writing of the appropriate classification and the rationale for the decision. If, after discussing the matter, the Union does not concur, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.
- C. **Reclassified Positions.**
1. The Employer will initially audit the position, provide the Union with an updated copy of the job description and notify the Union in writing of appropriate classification and the rationale for the decision. If the Union is not satisfied, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining

Agreement.

- 2. The Union shall have the right to initiate an audit in accordance with Section 1 above.
- D. The School District shall furnish the Union with a copy of all job descriptions.

ARTICLE 18

Extra Positions

A. **Temporary Positions To Become Permanent After (67) Working Days.** When a temporary employee has been employed for fifty (50) working days, the appointing authority shall determine if the position is to be considered a permanent one. If the position is to be considered permanent, the appointing authority shall so substantiate it as such and proceed to fill the position pursuant to the hiring and promotion procedures. The temporary employee shall be displaced as soon as arrangements can be complete for the regular employee to begin work, provided that the temporary employee shall not be permitted to work beyond sixty-seven (67) working days. The Union shall be notified whenever a temporary employee begins work in an extra position.

ARTICLE 19

Holidays

A. All Food Service employees in the bargaining unit shall receive the following as paid holidays:

- Labor Day
- Thanksgiving and the day after Thanksgiving
- Christmas
- New Years Day
- Spring Break week (five (5) days paid)
- Memorial Day, the last Monday in May

In the event that during the term of this Agreement any of such days shall be days with school in session, the employees shall work such days without holiday pay and an equivalent number of paid holidays shall be designated by mutual agreement of the Union and the School District.

- B. Any employee required to work on any of the aforementioned paid holidays, shall be compensated at time and one-half.
- C. Food Service employees in the bargaining unit working during summer school session and working the scheduled day before and the next scheduled working day after July 4 shall receive July 4 as a paid holiday, except that when such day falls on Saturday, the preceding day shall be a paid holiday instead, and when such falls on Sunday, the following day shall be a paid holiday instead.
- D. Eligibility. All employees must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include vacation, jury duty, paid bereavement days, paid sick days or be on an authorized paid leave in order to be eligible for holiday pay.

ARTICLE 20

Overtime

Any Food Service employee in the bargaining unit required to work over forty (40) hours per week or on Saturday or Sunday shall be paid at time and one-half for such hours over forty (40) hours per week and such hours worked on Saturdays or Sundays.

ARTICLE 21

School Closings

Up to three (3) non-accumulative days per year shall be paid, provided lunch is scheduled to be served, when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. Up to an additional three (3) non-accumulative sick days can be used per year, provided lunch is scheduled to be served when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. These days will be deducted from employee's accumulated sick leave.

ARTICLE 22

Pay Periods, Direct Deposit And Rates Of Pay

- A. Employees shall be paid bi-weekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit as it shall designate by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit unions without charge to the employee.
- B. **Twice-monthly Pay Schedule:** Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.
- C. **Rates Of Pay.**
1. Wage rates and step procedures shall be paid all employees as per Addendum "A".
 2. In an attempt to develop an equitable method of allotting hours of work to the various Food Service locations, the Union and School District agree to implement the following:
 - a. The hours allowed during the regular school year shall be set for each location by the first Monday of May of each year.
 - b. To establish the hours of a site on which Food Service employees can bid, the specific needs of the location will be considered.
 3. The method referred to in item 2 above for determining hours of work at each location shall not apply to a location if the hours worked at the location(s) are modified by the Supervisor of Food Service due to any of the following reasons. Prior to modifying the hours worked pursuant to this sub-section, the School District shall afford the Union the opportunity to meet and confer pursuant to Minnesota Statute 179A.03, Subd. 10.
 - a. School closings or enrollment changes due to emergency
 - b. Closing of a kitchen(s), change in food preparation technology or change in location due to program alterations.
 - c. Other variables, which are undetermined at the time.
 4. Any employee taking a higher class of position on a temporary basis shall receive the higher rate of pay of the person whose position he/she is taking if such assignment involves at least one day duration, with the pay differential granted to the employee beginning the first day.
 5. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standards Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Acts, but this shall not affect the other rates provided herein.
 6. Employees of this bargaining unit shall be allowed a free lunch on those days in which lunch is served. Food items chosen for the employee's lunch are not to exceed the adult meal price and must go through the student employee meal account system. The meal must be consumed in the school cafeteria. Additional food items above the cost of an adult meal price may be purchased with the employee's own money.
 7. All employees will work only on those days school is in session and lunch is served or as required by the Supervisor of Food Service, unless otherwise provided for in the Agreement.
 8. An employee shall not have his/her hours reduced below that established on June 1 of each year except for the reasons provided in item 3 of this Article. An employee whose hours are reduced during the school year below the hours established on June 1, for reasons provided in item 3 can be required to accept an assignment to an open position as directed by the District for the remainder of the school year. The employee shall be guaranteed the same hours and pay rate for the remainder of the school year. If the employee refuses the assignment, they shall be laid off. If no open assignment exists the employee shall be allowed to bump.
An increase of hours over the hours established on June 1 or decrease in hours to not less than those hours established on June 1 during the school year shall be assigned within the affected building, with seniority and service needs being the determining factors.
- D. **Call Back (Special Events).** When a special event or call back time is required in a school, the type of work to be done (classification) shall be determined by the Supervisor of Food Service. The Manager/Satellite Manager at the school, if qualified to perform the required tasks in the specified classification, will be asked first. He/she must accept the work at the rate of pay for the classification assigned to the job. If the Manager/Satellite Manager declines the offer, the work shall be assigned to the most senior qualified bargaining unit employee at that school site. If these school site employees decline the opportunity, the supervisor shall then assign the work based on the District wide seniority list

and qualifications to all other bargaining unit employees starting at the top of the District wide seniority list and working down. Employees will be paid for the call back time at the regular rate of pay for that classification.

ARTICLE 23

Summer Employment And Practices

Summer workers will be chosen as follows:

- A. **Summer Bid Sheets.** All employees shall receive a single bid sheet (as soon as needs are known) that contains all summer positions available. Each District site is to employ at least one (1) certified employee to the extent required by law. Upon receipt of the bidding notice, employees shall complete the forms and return them to the contract administrator. All employees shall list in numerical order their preferences for assignment for the summer food program. For those employees who will not accept a certain position, there shall be provided an appropriate blank to the left of the position to initial to verify the employee's intent. The Union shall have access to copies of all bids and shall be notified in writing of any employee who is faced with the option procedure.
- B. **Summer Assignments.** Summer bid positions will be assigned according to District seniority. Employees submitting bid requests will be arranged in descending order according to District seniority and shall be assigned their highest choice possible based on seniority and the remaining positions at the time of their assignment.
- C. **Summer Employment In Higher Classifications.** Contract language governing promotions and vacant positions is unambiguous and is still in force. Employees have no seniority rights to positions above their classification level. However, they may be assigned these positions at management's discretion.
- D. **Summer Pay.** Employees working the summer food program shall be paid the rate as identified in the appropriate classification, taking into account the years of seniority.

ARTICLE 24

Insurance And Hospitalization Coverage

- A. **Health Insurance.** The School District will make available to each Food Service employee within the bargaining unit the same group hospitalization coverage for employees and dependents as is or are available to the Teachers' Bargaining Unit.
In the event an alternative health insurance program is offered to employees of this bargaining unit, the District's financial contributions to such an alternative program shall not exceed that which is already provided herein or differ in terms of eligibility requirements from that already agreed to herein.
- B. **Insurance Eligibility.** An employee must work four (4) consecutive weeks or twenty (20) consecutive working days (except in the month of September of each year, three (3) consecutive weeks or fifteen (15) consecutive working days) in a position requiring twenty four (24) or more hours per week, and notify the Human Resources Department of their desire to obtain benefits, in order to become eligible for benefits under this Article. Employees electing to assume a position requiring less than twenty four (24) hours per week shall lose benefits under this Article at the conclusion of the month in which the reduction in hours takes place.
- C. **Retiree Benefits.** Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital, medical and dental coverage by paying the full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.
 1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits as defined below to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
 2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day, times the hourly rate in effect at the time of retirement.
 3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
 4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

It shall be the responsibility of the retired members to notify the Duluth School District in writing if they wish to cancel

coverage.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 25th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

- D. **Long-Term Disability Insurance.** The School District shall provide a 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 for the next calendar year.
- E. **Life Insurance.** Group term life insurance in the face amount \$50,000 will be provided for each employee off 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. (An employee can apply for the supplemental life insurance at Open Enrollment.)
- F. **Dental Insurance.** The School District shall provide for each employee, single dental insurance coverage as provided for in the Teachers' Bargaining Unit.
- G. **Insurance Coverage Over The Summer.** Group Health, Life, Dental, and Long-Term Disability coverage shall be maintained for eligible employees of this bargaining unit during periods when school is not in session.
- H. The School District will continue to provide the employees the ability to contribute to a 403(b) Plan.

ARTICLE 25

Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service Rules shall first be brought to the attention of the Supervisor of Food Service of the School District and then directed to the Civil Service Board for consideration. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

A. **Definitions.**

1. A "grievance" is an action instituted under this article by an aggrieved employee or the Union 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.
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.
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.

B. **Representation Rights.**

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

Step 1 - The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the Supervisor of Food Service of the

School District, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The Supervisor of Food Service or his/her designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee. A decision in writing by the Supervisor of Food Service or his/her designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

Step II - In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Superintendent of Schools, the Superintendent of Schools shall set a hearing within five (5) days of the filing of an appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (the Superintendent of Schools) of the decision at Step I, and shall so notify the aggrieved employee and the Union. The Superintendent or his/her designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

- C. **Arbitration.** The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. 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.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of his/her selection. 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 Union and School District.

The arbitrator shall first proceed to the question of the arbitrability of the grievance if such issue is raised by the School District, 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 required the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he 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 any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, including the taking of a verbatim report, but each of them (the School District and Union) 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 proceeding it shall request from the arbitrator. 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.

D. **Miscellaneous Provisions.**

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event, or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.
2. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union 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.
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.
4. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or

default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

5. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
6. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Supervisor of Food Service shall first authorize any hearings at Step I during work hours.
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 within the time period specified in this procedure.

ARTICLE 26

Renewal

- A. This Agreement shall continue and remain in full force and effect until June 30, 2023, and from year to year thereafter unless either party hereto shall give written notice to the other on or before ninety (90) days prior to July 1, 2023, of such party's desire to inaugurate collective bargaining discussions over changes of any one or more Articles of this Agreement. In the event any of the employees in this bargaining unit are performing work for the School District after June 30, 2023, and prior to the beginning of the school year 2022-2023, this Agreement shall apply to such period of employment including the wage and other provisions hereof.
- B. It is agreed that notice and substance of changes and the language desired shall be mailed to the concerned parties ninety (90) days prior to renewal date.
- C. It is agreed that in carrying out the terms and conditions of this Agreement, neither party will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, or physical impairment to the extent prohibited by law.
- D. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that such matters were intentionally omitted from the Agreement and are not subject to future negotiation until the termination of the Agreement as provided herein.

ARTICLE 27

In-Service Training

All Managers Head Cooks and Cooks shall be offered a total of eight (8) hours paid in-service training and all other employees in the bargaining unit shall be offered a total of four (4) hours paid in-service training during each fiscal year. The training shall be scheduled during student conference or teacher in-service days.

ARTICLE 28

Labor Management Committee

A Labor Management Committee shall be established. The Committee will meet at least three times each year.

ARTICLE 29

Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

ARTICLE 30

Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

Term of 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 and remain in effect until June 30, 2023.

Dated at Duluth, Minnesota this 15th Day of March, 2022.

AFSCME Council 5

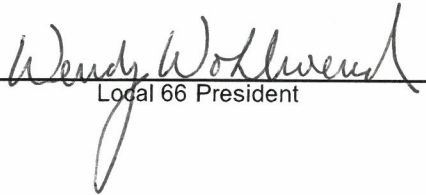
Independent School District No. 709

By:  _____
Field Representative

By:  _____
Chairperson, School Board

By:  _____
Field Director

By:  _____
Clerk, School Board

By:  _____
Local 66 President

ADDENDUM A-1

<u>2021-2022</u>						
Classification	Start	6 Months	3 Years	6 Years	9 Years	12 Years
Secondary Production Manager	17.40	17.92	18.50	18.68	18.85	18.94
Head Cook	16.50	16.99	17.51	17.68	17.83	17.90
Elementary/Residential Satellite Manager	16.50	16.99	17.51	17.68	17.83	17.90
Cook	15.37	15.83	15.96	16.11	16.28	16.35
Nutrition Services Assistant	12.96	13.48	14.62	15.95	16.10	16.18
<u>2022-2023</u>						
Classification	Start	6 Months	3 Years	6 Years	9 Years	12 Years
Secondary Production Manager	17.75	18.28	18.87	19.05	19.23	19.32
Head Cook	16.83	17.33	17.86	18.03	18.19	18.26
Elementary/Residential Satellite Manager	16.83	17.33	17.86	18.03	18.19	18.26
Cook	15.68	16.15	16.28	16.43	16.61	16.67
Nutrition Services Assistant	13.22	13.61	14.91	16.27	16.43	16.50

An employee who has at least fifteen (15) years of continuous service with the District shall be eligible to receive a longevity award of \$30.00 per month.

Longevity payment will commence at the beginning of the next biweekly pay period after the employee's anniversary date.

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service toward eligibility for the longevity award.

Secondary Production Manager Schools

Denfeld
East
Lincoln Park
Ordean East

Satellite Manager Schools

ALC
Congdon Park
Homecroft
Lakewood
Laura MacArthur
Lester Park
Lowell
Myers-Wilkins
Piedmont
Rockridge
Stowe

MEET AND CONFER**(Not Subject To Arbitration)**

The School District and members of the Food Service Bargaining Unit (representatives to be identified by the Union) shall meet and confer pursuant to the provisions of PELRA prior to the May bid of each year for the purpose of establishing hours to be worked by position in the unit for the next or forthcoming school year. The Supervisor of Food Service/designee shall meet with seven (7) employees selected by the unit. The purpose of such employee consultation shall be strictly advisory.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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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	V.J. Stauber-Pufall	\$50.00	Family involvement	
Head Start	Janet Killough	\$50.00	None	
Lester Park	Pete & Heidi 'Esperance	In Kind	For Lester Park School	2000 kids sized masks and 2500 regular masks
Lincoln Park	Nicole Hopps and her team of Public Defenders for Southern St. Louis, Lake and Cook County	\$800.00	Student needs	
Lowell	Karen Hasler	In Kind	None	Winter clothing for the Kids Closet
Piedmont	Country Financial - CC Services, Inc.	\$1,500.00	PBIS	



ISD #709

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Duluth Public Schools
HOCHS Relocation Project

Monthly Progress Report
February 2022

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

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - Interior ductwork, hydronic piping, and electrical rough-ins have been completed.
 - Wiring has been pulled to its final locations within new conduits.
 - Drywall installation has been completed and taping has commenced.
 - The admin area has been painted and acoustical ceiling tile started.
 - Both mezzanine platforms and stairs have been installed.
- The City provided additional comments on the formal Developers Agreement for the DSC/Transportation project. It is projected to have a final Developers Agreement completed in the coming weeks.
- Saturday Properties and Cunningham Architects presented to the School Board on 2/3/2022 a draft concept plan for the remaining parcels that are located up on the hill. This plan included 443 total residential units and a 37,500 GSF commercial building.
- Saturday Properties and ISD#709 have officially closed on the sale and transfer of Historic Old Central High School the week of February 7th.
- 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. However, the City of Duluth is currently reviewing the project's construction documents. Once the Developers Agreement is finalized, permits should follow shortly after.
- Final furniture and technology selections will be taking place in the coming months for the District Services Center.
- The Facilities remodel project upcoming construction:
 - Interior floor prep will occur at dilapidated floors; this allows for a smooth substrate for the installation of floor coverings.
 - Drywall taping will finalize in March, along with all interior painting.

- Interior flooring (VCT and tile) and acoustical ceiling grid will be completed in March.
- Casework will be received in March for installation after the flooring is completed.
- The new exterior loading dock will be taking place after frost is naturally removed.

**Expenditure Contracts Signed
March 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
Robert Shimek	\$1,500.00*	American Indian Education (DR)	Culturally specific teachings and legends on the Ojibwe snow snake game
Duluth Art Institute	\$9,390.00*	Head Start (DR)	Artist in Residency program
WellRide Inc	\$4,968.00*	Special Services (DR)	Transportation services

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of February , 2022 , by and between Independent School District #709 American Indian Education Department, a public corporation, hereinafter called District, and Robert Shimek, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 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.** Contractor will provide culturally specific teachings and legends on the Ojibwe snow snake game for Duluth American Indian Education department staff and students of Misaabekong. He will also teach the Misaabekong K-3 grade students and staff how to play this game.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 (Seventy-five dollars) hourly and \$ 1500.00 (One-thousand five hundred dollars) in total. Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense incurred 2022 \$.58/mile.

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: Edye Washington , 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) Robert Shimek 33748 Mary Yellowhead Rd. Ogema, MN 56569 .

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.

Robert J. Shumek _____ 2-18-2022
 Contractor Signature SSN/Tax ID Number Date
Edwin Washington _____ 2-17-2022
 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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Cathryn E. [Signature] _____ 2/18/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Art Institute, 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:

Coordinate the artist in residency

70 hours of lessons. (10 weeks of one-hour art lessons that includes 1-2 projects in 7 classrooms. All Day, 5 day a week classrooms at Homecroft, Lowell, Laura MacArthur, Myer-Wilkins (2), Piedmont, and Stowe.)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 1, 2021 and shall remain in effect until June 3, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$9,390 in total. \$7,000 artist fee, \$1200 Coordination BIPOC Artist Residency, \$140 background checks, \$1050 art supplies (\$150 per site)

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Sherry Williams, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Art Institute Attn: Anamacikwe Christina Woods, 506 W Michigan St #2, Duluth, MN 55802

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.** (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.

ISD #709 shall be named as additional insured with respects to the general liability and umbrella coverage on a primary & noncontributory basis. The general liability, Umbrella and workers compensation shall endorse a waiver of subrogation in favor of ISD #709.

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.

Christina Woods *Christina Woods* 41-0945449 2/17/2022
 Contractor Signature SSN/Tax ID Number Date
Sherry With 2/17/22
 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).

04	E	005	579	503	303	152
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

Cathryn Elora 2/17/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of February, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and WellRide LLC, 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: *WellRide LLC. Is a transportation agency that will provide professional transportation service for students that need special accommodations.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 18, 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 provide transportation service to and from school for [REDACTED]
The students reside at [REDACTED]*

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 \$72.00 daily and \$4,968.00 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: Brenda Vieths, 4316 Rice Lake Road, 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) Joe Drexler, 331 E 4th St., 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:


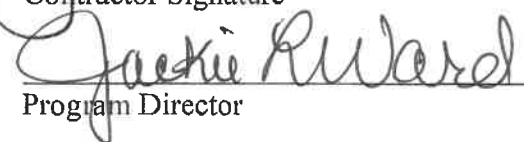
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 85-2256484 Date 2.17.22

 Program Director _____ Date 2.28.22

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).

03	E	013	760	723	136	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair _____ Date 2/18/22

**No Cost Contracts Signed
February 2022**

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

Name	Contract Source	Description
Northland Foundation	Community Education/ECFE	Extend the MOU for the Northeastern MN Community Implementation Hub Collaborative



Northeastern Minnesota Community Implementation Hub Collaborative

Memorandum of Understanding (MOU) Year 2 (2022) Addendum

As outlined in the Memorandum of Understanding (MOU) signed by the Northland Foundation and your organization, the Northland Foundation is extending the MOU for Year 2 as per our contract extension from our funding partner the Minnesota Department of Human Services. The Northland Foundation will provide your organization the funding amount listed in the MOU. The only modification is the timeline, which is now January 1 to December 30, 2022.

Signed by:

A handwritten signature in blue ink that reads "Catharine Gilson".

(Partner signature)

Date: 2/11/22

A handwritten signature in blue ink that reads "Zane Bail".

Zane Bail, Chief Operating Officer
Northland Foundation

Date: 12.28.21

Northeastern Minnesota Community Implementation Hub Collaborative**Memorandum of Understanding (MOU)**

Between

Northland Foundation
and

Duluth Public Schools

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Northland Foundation and the Duluth Public Schools to implement the Northeastern Minnesota Community Implementation Hub Collaborative with funding support from the Minnesota Department of Human Services.

1. Purpose and Scope

The Northland Foundation and seven community-based partners will create Community Implementation Hubs (Hubs) in targeted sites across northeastern Minnesota. The Hubs will implement and test a web-based service navigation system for pregnant and parenting families with young children using relationship-based and culturally-appropriate practices. As a recipient of funding from the Minnesota Department of Human Services (DHS) as part of the State of Minnesota's federally-funded Preschool Development Grant (PDG), the Northland Foundation and community-partners will work together to help achieve the State's goals to:

- Make it easier for families to get what they need. Develop universal access points for families that provide a navigation of programs and systems that are culturally appropriate and relationship-based.
- Increase access to services. Partner with state agencies to test, evaluate and improve Help Me Connect (a web-based service navigation system) so that the program increases access to culturally appropriate services for black, American Indian, communities of color, and families furthest from opportunity.
- Grow community engagement and support community-developed solutions. Use a community based, whole family approach so families have what they need to thrive. This will look and feel different in every community.

2. Background

The goal of the Northeastern Minnesota Community Implementation Hub Collaborative is to establish locally-driven, coordinated navigation systems to help connect pregnant and parenting families with young children who are experiencing racial, geographic, or economic inequalities, with critical services to help them thrive. The Northland Foundation is serving as the umbrella organization providing administrative leadership, training, technical assistance, peer learning, and evaluation. Each of our seven Hub partners will implement community-designed family navigation systems.

- Maintain program and financial records for accountability, undertake data tracking, and follow to data privacy guidelines.
- Adhere to HHS Public Policy Guidelines outlined in Attachment B.
- Maintain Commercial Automobile Liability Insurance as a subcontractor of the Northland Foundation as part of this program funded by the Minnesota Department of Human Services **ONLY IF the Navigator(s) will be using their own vehicle to drive a client** (see Attachment C).
 - \$2,000,000 – per occurrence Combined Single Limit on Bodily Injury and Property Damage. In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.
- Provide regular financial and program reports and participate in evaluation of the project.

5. Funding Support

The Northland Foundation will provide \$35,000 to Duluth Public Schools for the period February 1, 2021 to December 31, 2021. Upon year two contract renewal with DHS, the Northland Foundation will provide \$ \$35,000 for the period January 1, 2022 to December 31, 2022.

6. Effective Date and Signature

This MOU shall be effective upon signature of the authorized officials of the participating parties. It shall be in effect from February 1, 2021 to December 31, 2021. Upon year two contract renewal with DHS, this MOU period will be effective through December 31, 2022.

7. Key Contact Information and Signatures

Please provide key contact(s) for this project and have MOU signed by the appropriate person in your organization.

Partner Name
Position
Address
Telephone
E-mail

Partner Name
Position
Address
Telephone
E-mail

Catherine Erickson

(Partner signature)

Date: 2/23/21

Catherine A. Erickson, CFD, Duluth Public Schools

(Partner name, organization, position)

3.12.21

Lynn M. Haglin

Lynn M. Haglin, Vice President/KIDS PLUS Director
Northland Foundation

Date: _____

- Perform other duties that may be defined by the requirements of the grant.

If there is a perceived conflict between or among statutory and regulatory requirements, the terms and conditions in this part of the HHS GPS, Part IV of the HHS GPS and award-specific terms and conditions, or if the recipient has questions concerning award terms and conditions, the recipient should request written clarification from the GMO. This may be done at any time; however, if the inclusion of the term or condition would cause the organization not to accept the award or to be unable to comply, the question should be raised before award acceptance. In the case of a conflict, statutes and regulations take precedence over requirements or restatements of statutory or regulatory requirements in the HHS GPS, and OPDIV or award-specific requirements take precedence over Part II of the HHS GPS.

Flow-Down of Requirements under Subawards and Contracts under Grants

The terms and conditions in the HHS GPS apply directly to the recipient of HHS funds. The recipient is accountable for the performance of the project, program, or activity; the appropriate expenditure of funds under the award by all parties; and all other obligations of the recipient, as cited in the NoA. In general, the requirements that apply to the recipient, including public policy requirements, also apply to subrecipients and contractors under grants, unless an exception is specified.

Public Policy Requirements

This section addresses public policy requirements applicable to some or all HHS applications and/or awards. These requirements are in addition to the pre-award requirements specified in Part I or supplement the coverage in Part I by indicating how a requirement applies following award. The term "public policy" indicates that the requirement is based on social, economic, or other objectives or considerations that may be attached to the expenditure of Federal funds by recipients, subrecipients (including consortium participants), or contractors under grants, in general, or may relate to the expenditure of Federal funds for specified activities, e.g., research. In addition to cross-cutting requirements based in statutes, regulations, or Executive orders that some or all Federal agencies must apply to their grant programs, HHS recipients also are subject to requirements that apply to the use of grant funds as contained in HHS annual appropriations acts. Some of those requirements are included here because they have been included in the appropriations acts for several years without change, but those requirements may be changed or other requirements may be added in the future.

As indicated in Part I, by signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies. Once a grant is awarded, the recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients and contractors under the grant with these requirements; taking appropriate action to meet the stated objectives; and informing the OPDIV of any problems or concerns. If a grant is awarded on the basis of false or misrepresented information, or if a recipient does not comply with these public policy requirements, the OPDIV or other cognizant office may take any necessary and appropriate action with respect to the recipient or the award.

Exhibit 3, which includes public policy requirements cited in Part I and in this section, contains information to help the applicant/recipient determine what public policy

Exhibit 3. Public Policy Requirements

Requirement	Applicability	Recipient	Subrecipient (including consortium participant)	Contractor under grant (routine goods/services)
Controlled Substances	All types of awards	Y	Y	Y
Drug-Free Workplace	All covered applications and awards	Y	NA	NA
Education Amendments of 1972 (Title IX)	All applications from and awards to domestic entities	Y (NA to foreign and international organizations)	Y (NA to foreign and international organizations)	Y (NA to foreign and international organizations)
Elimination of Architectural Barriers to the Handicapped	All awards involving construction or major alteration and renovation	Y	Y	Y
Financial Conflict of Interest	All applications and awards for research except those for Phase I of the SBIR/STTR program and awards to Federal institutions/PHS OPDIVs ^a	Y (NA to Phase I of the SBIR/STTR programs and to Federal institutions)	Y	NA
Flood Insurance	Construction awards	Y	NA	NA
Hatch Act	Awards to State or local governments	Y	Y	NA
Health Insurance Portability and Accountability Act (HIPAA)	All awards to covered entities	Y (if a covered entity)	Y (if a covered entity)	Y (if a covered entity)
Historic Properties/ Archaeological Sites	All awards that include major or minor A&R, construction, or any work that will result in physical changes to real property	Y	Y	Y
Human Embryonic Stem Cell Research	Research awards	Y	Y	Y
Human Subjects	Research applications and awards	Y	Y	Y

Exhibit 3. Public Policy Requirements

Requirement	Applicability	Recipient	Subrecipient (including consortium participant)	Contractor under grant (routine goods/services)
Resource Conservation and Recovery Act	All awards to States or agency of a political subdivision of a State (which for this purpose includes State and local institutions of higher education or hospitals)	Y	Y	Y
Restriction on Abortions	All types of awards	Y	Y	Y
Restriction on Distribution of Sterile Needles	All types of awards	Y	Y	Y
Safe Drinking Water Act	Construction awards	Y	Y	Y
Seat Belt Use	All types of awards	Y	NA	NA
Smoke-Free Workplace	All awards	Y	NA	NA
Standards of Conduct	All types of awards	Y	NA	NA
Uniform Relocation Assistance and Real Property Acquisition Policies Act	All awards	Y	Y	NA
U.S. Flag Air Carriers	All types of awards	Y	Y	Y
USA PATRIOT Act	All types of awards	Y	Y	Y

^a PHS OPDIVs awarding research grants include AHRQ, CDC, FDA, HRSA, OPHS, and NIH.

**Grant Applications
February 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:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Project Joy	Rachel Thapa, LPMS	Project Joy	\$3,000.00	Funds will be used to provide food for hungry children and families