

## Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 18, 2022

Duluth East High School

301 N 40th Ave E

Duluth, MN 55804

6:30 PM

### 1. Consent Agenda

#### A. Approval of Minutes from Past School Board Meetings

- |   |   |
|---|---|
| 1) Regular School Board Meeting - September 20, 2022                  | 3 |
| 2) Special School Board Meeting Re: Legal Advice - September 20, 2022 | 6 |

#### B. Approval of Action Items

- |   |    |
|---|----|
| 1) <u>Human Resources</u>   |    |
| a. HR Staffing Report   | 7  |
| 2) <u>Finance</u>   |    |
| a. Financial Report   | 8  |
| b. Hourly-Substitute Pay Rates Minimum Wage Increase FY23                       | 9  |
| c. Fundraisers  | 12 |
| d. <u>Contracts, Change Orders, Leases</u>                                      |    |
| (1) City of Duluth School Resource Officer (SRO) FY23                           | 13 |
| (2) Change Order - Boardroom AV Install   | 25 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u> |    |
| 4) <u>Other</u>   |    |
| a. <u>Diploma Requests</u>  | 27 |
| b. <u>Field Trip Requests</u>   |    |
| c. <u>Data Sharing Agreements</u>   | 29 |

#### C. Approval of Policy Readings

- |   |    |
|---|----|
| 1) <u>First Readings</u>  |    |
| 2) <u>Second Readings</u>   |    |
| a. 535 - Service Animals in School                                | 33 |
| 3) <u>Policies for Review</u>                                     |    |
| a. 101 Legal Status of the School District                        | 38 |
| b. 101.1 Name of the School District                              | 41 |
| c. 103 - Complaints - Students, Employees, Parents, Other Persons | 42 |

#### D. Approval of Committee Reports

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

- |  |     |
|--|-----|
| 1) Monthly Committee of the Whole ( <i>October 4, 2022</i> )               | 47  |
| 2) Human Resources/Business Services Committee ( <i>October 11, 2022</i> ) | 75  |
| 3) Policy Committee ( <i>October 4, 2022</i> )                             | 266 |



## Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: Duluth East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, September 20, 2022

### Members Present

David Kirby  
Rosie Loeffler-Kemp  
Jill Lofald  
Alanna Oswald  
Amber Sadowski  
Paul Sandholm

### Others Present:

John Magas, Superintendent  
Patty Paquette, Secretary

### Student Representatives:

Ailee Naus (East)  
Sariyah Crawford (Denfeld)

### Absent:

Kelly Durick Eder

- Chair Lofald called the Regular School Board meeting September 20, 2022 to order at 6:37 p.m.

**M-Loeffler-Kemp, S-Sandholm, to approve the agenda. Upon a vote, the same was approved – 6-0.**

### School and Community Recognition September 2022

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Assistant Superintendent Bonds presented the School and Community Recognition.

### Public Comments September 2022

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Kevin Hoeschen spoke to the School Board regarding middle school music staffing.

Jim Olson spoke to the School Board regarding teacher concerns.

Pamela Foster spoke to the School Board regarding teacher concerns.

### Communications, Petitions, Etc. September 2022

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Chair Lofald stated that no communications were received.

**Superintendent's Report**  
**September 2022**

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Ailee Naus gave the East Student Representative report.  
Sariyah Crawford gave the Denfeld Student Representative report.

Superintendent Magas presented the Superintendent's Report. Topics included the following:

- Safe Learning Planning Update
- Strategic Planning Update
- School Resource Officer Contract Update
- Unity In Our Community Back to School Event
- Kumbayah – The Juneteenth Story Events
- Martin Luther King Jr. Day and Juneteenth Holiday Recognition

**Monthly Committee of the Whole Report**  
**September 2022**

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

**Human Resources/Business Services Committee Report**  
**September 2022**

\*\*\*\*

Member Oswald presented the Human Resources/Business Services Committee report which was available electronically to each school board member.

**Policy Committee Report**  
**September 2022**

\*\*\*\*

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

**General Board Committee Updates**  
**September 2022**

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Member Oswald reported on the Community Action Duluth Committee meeting.

**Consent Agenda**  
**September 2022**

\*\*\*\*

**M-Loeffler-Kemp, S-Sadowski – to approve the Consent Agenda. Upon a vote on the consent agenda, the same was approved – 6-0.**

**Resolutions from Committee Reports**  
**September 2022**

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B-9-22-3917 - Acceptance of Grant Awards to Duluth Public Schools

**M-Sandholm, S-Sadowski - B-9-22-3917 - Acceptance of Grant Awards to Duluth Public Schools to approve. Upon a vote, the same was approved – 6-0.**

B-9-22-3915 - Maximum Levy Certification

**M-Sadowski, S-Oswald B-9-22-3915 - Maximum Levy Certification to approve. Upon a vote, the same was approved – 6-0.**

B-9-22-3916 - Acceptance of Donations to Duluth Public Schools

**M-Oswald, S-Kirby to approve B-9-22-3916 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – 6-0.**

**Special Resolutions/Other Action Items**  
**September 2022**

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None

**Other**  
**September 2022**

\*\*\*\*

None

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

➤ Chair Lofald adjourned the Regular School Board Meeting of September 20, 2022 at 8:36 p.m.

## Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: Duluth East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, September 20, 2022

### Members Present:

David Kirby  
Rosie Loeffler-Kemp  
Jill Lofald  
Alanna Oswald  
Amber Sadowski  
Paul Sandholm

### Others Present:

John Magas, Superintendent  
Patty Paquette, Secretary

### Members Absent:

Kelly Durick Eder

- Chair Lofald called the Special School Board meeting of September 20, 2022 to order at 5:31 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session. The Minnesota Open Meeting Law, Minnesota Statutes Section 13D.05, subdivision 3(b), allows the School Board to close a meeting to engage in attorney-client privileged discussions. The School Board seeks to meet with its attorney to obtain confidential legal advice related to the litigation of *Dippolito v. Duluth Public Schools*. During the closed meeting, the School Board will discuss with its attorney the claims made, the District's defenses to the same, legal strategy, and settlement discussions. There is a need for absolute confidentiality because the District's position would be compromised if such discussions took place in public and could be overheard by adverse parties. It is in the District's best interest for the School Board to obtain legal advice in a confidential setting to maintain the attorney-client privilege. I will hereby entertain a motion to close the meeting pursuant to the attorney-client privilege for the reasons that I have stated.

**M-Loeffler-Kemp, S-Sadowski, to approve the agenda. Upon a vote, the same was approved –6-0.**

**M-Loeffler-Kemp, S-Kirby, to move into a closed session. Upon a vote, the same was approved – 6-0.**

Recess to Closed Session at 5:34 p.m.

Reconvene to Open Session at 6:31 p.m.

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

- Chair Lofald adjourned the Special School Board Meeting of September 20, 2022 at 6:32 p.m.

**HUMAN RESOURCES ACTION ITEMS FOR: OCTOBER 18, 2022****CERT APPOINTMENT**

BERGERSON, KRISTIN A  
 BROWN, ELLA C  
 CONLEY, SOPHIA N  
 FRANCISCO, TIFFANY J  
 MANN, FELISHA R  
 MARSHALL, MYCHALA L  
 MOOERS, BRIAN D  
 RODRIGUES, GABRIELLE D  
 ROESER, MADILYN G  
 ROSE, JENNY A  
 SCHULLER, SUZANNE E  
 SULIIN, AHNA M

**POSITION**

0.4 PHY ED/LOWELL, (MA+45), IV 9  
 GRADE 1/CONGDON, (MA) IV, 4  
 SPEC ED RESOURCE/LAURA MACARTHUR, (MA) IV, 4  
 GRADE 4/HOMECROFT, (BA)III, 8  
 GRADE 2 LTS/PIEDMONT, (BA), III 2, M HUBER  
 INTERVENTIONIST/MYERS-WILKINS, HOMECROFT, (BA+15) III, 1  
 PHY ED/LESTER PARK/PIEDMONT, (BA+15) III, 4  
 1.0 CHOIR/ORDEAN EAST, (MA), IV 9  
 GRADE 1/LAKEWOOD, (BA) III, 2  
 1.0 TOSA MATH INTERVENTIONIST/LAURA MACARTHUR, (MA) IV, 9  
 MULTI CATEGORICAL III/ORDEAN-EAST, (MA) IV, 9  
 ENGLISH TEACHER/EAST, (BA)III, 2

**EFFECTIVE DATES**

08/29/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 08/22/2022  
 08/29/2022  
 08/31/2022  
 08/29/2022  
 08/29/2022

**CERT LEAVE**

SODERLUND, GABRIELLE M

**POSITION**

ELEM ART SPECIALIST/LAURA MACARTHUR, MYERS WILKINS

**EFFECTIVE DATES**

08/29/2022

**CERT RESIGNATION**

GODFREY, BEVERLY J  
 MAYOU, ELIZABETH J

**POSITION**

ABE TEACHER/DAE  
 READING INTERVENTIONIST/LAKEWOOD

**EFFECTIVE DATES**

09/07/2022  
 09/09/2022

**CERT RETIREMENT**

RICE, STEPHEN G

**POSITION**

SOCIAL STUDIES/EAST

**EFFECTIVE DATES**

09/26/2022

**NON CERT APPOINTMENT**

ANTONICH, SHELBY J  
 CUSEY, DARREL W  
 DEGLER, HEATHER A  
 EKLUND, SETH P  
 FIEDLER, KARA A  
 FOX, MIRANDA T  
 HANSON, ANGELA M  
 HILLMAN, MICHAEL E  
 HOFFMAN, JANE D  
 HURST, WILLIAM C  
 JOHNSON, AMANDA M  
 KALWITE, MICHELLE R.U.  
 LAQUALIA, LAURIE A  
 MARCUS, GEORGE D  
 NEFF, THERESA M  
 NEUMEYER, MELISSA K  
 PETERSON, BETH A  
 ROY, AMBER M  
 SCHOMBERG, JESSE D  
 SHORTER, JENNIFER M  
 STALKER, JESSICA R  
 THOMPSON, ARLENE M  
 UDD, TAMMY D  
 VANDEWEGE, CALEB J

**POSITION**

FOOD SERVICE HLPR/STOWE, \$13.22/HR  
 PARA ASL INTERPRETER/ EAST, \$24.88/HR  
 SPEC ED PARA/CHESTER CREEK, \$18.74/HR  
 SOCCER COACH/EAST  
 SPEC ED PARA/DW, \$18.74/HR  
 HRIS SPECIALIST/ADMINISTRATION, 40/52WKS, \$1,275.00/WK, NEW POS  
 ECFE PARA/DW, \$17.40/HR  
 SPEC ED PARA/EAST, \$18.61/HR  
 FOOD SERVICE HLPR/ORDEAN-EAST, \$13.22/HR  
 CERT LIFE GUARD/LINCOLN PARK, \$18.41/HR  
 LPN PARA/LAURA MACARTHUR, \$24.35/HR  
 FOOD SERVICE HLPR/EAST, \$13.22/HR  
 CAREER CENTER COORD/EAST, \$12.50/HR  
 BUS DRIVER II/TRANSPORTATION, \$19.54/HR  
 LUNCH MONITOR/HOMECROFT, \$10.33/HR  
 FOOD SRVC/DENFELD, \$13.22/HR  
 FOOD SRVC/CONGDON, \$14.22/HR  
 LUNCH MONITOR/HOMECROFT, \$10.33/HR  
 SPEC ED PARA/EAST, \$19.77/HR  
 SPEC ED PARA/BW, \$19.31/HR  
 BUS DRIVER/DW, \$19.54/HR  
 LUNCH MONITOR/LAURA MACARTHUR, \$10.33/HR  
 OFF SUPP INTER/DENFELD, \$18.16/HR  
 HELP DESK TECH/ADMIN, 40/52WKS, \$747.00/WK

**EFFECTIVE DATES**

08/30/2022  
 08/29/2022  
 09/19/2022  
 07/01/2022  
 08/29/2022  
 09/12/2022  
 08/29/2022  
 08/31/2022  
 09/12/2022  
 09/06/2022  
 08/29/2022  
 08/30/2022  
 09/06/2022  
 09/26/2022  
 09/12/2022  
 09/19/2022  
 09/19/2022  
 09/06/2022  
 09/12/2022  
 08/29/2022  
 08/29/2022  
 09/12/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 07/18/2022

**NON CERT RESIGNATION**

HARRIS-MCCLELLAN, PATSY A  
 OLSON, CASEY C  
 REICHAZT, GARRY L  
 ROTHER, DESIREE J

**POSITION**

NUTRITION SERVICES ASSISTANT/DENFELD  
 SPEC ED PARAPROFESSIONAL/MYERS WILKINS/LOWELL  
 BUS DRIVER II/TRANSPORTATION  
 SPEC ED PARAPROFESSIONAL/ EAST

**EFFECTIVE DATES**

08/06/2022  
 09/28/2022  
 09/30/2022  
 08/25/2022

**NON CERT RETIREMENT**

LAWREY, ELYSE Y  
 MCLEOD, CINDY M  
 NELSON, STEVEN T

**POSITION**

OFFICE SUPP SPEICLAIST SR/FINANCE  
 OFFICE SUPPORT SPEC SENIOR/UHG  
 CUSTODIAN II/ORDEAN EAST/HOMECROFT

**EFFECTIVE DATES**

09/02/2022  
 10/08/2022  
 09/13/2022



**HR/Bs Services Committee Monthly Fund Balance Report  
Oct 11 2022 Board Meeting**

Oct 3 2022

10/11/2022

REVENUES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22 -23	JULY 22 -23	July - SEPT	July -SEPT	July -SEPT	July -SEPT	July- Sept	July- Sept
General	1	\$ 107,743,537.86	\$ 107,813,250.73	\$ 107,813,250.73	\$ 24,049,901.65	\$ 24,049,901.65	\$ -	\$ -	\$ 83,763,349.08	\$ 83,763,349.08
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,985,000.00	\$ 142,686.27	\$ 142,686.27	\$ -	\$ -	\$ 3,842,313.73	\$ 3,842,313.73
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 5,900,000.00	\$ 907,868.84	\$ 907,868.84	\$ -	\$ -	\$ 4,992,131.16	\$ 4,992,131.16
Community Ed	4	\$ 8,114,000.00	\$ 8,114,000.00	\$ 8,114,000.00	\$ 1,463,709.14	\$ 1,463,709.14	\$ -	\$ -	\$ 6,650,290.86	\$ 6,650,290.86
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 5,462,130.31	\$ 280,797.32	\$ 280,797.32	\$ -	\$ -	\$ 5,181,332.99	\$ 5,181,332.99
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 22,979,390.64	\$ 1,199,854.52	\$ 1,199,854.52	\$ -	\$ -	\$ 21,779,536.12	\$ 21,779,536.12
Trust Fund	8	\$ 258,575.00	\$ 258,575.00	\$ 258,575.00	\$ -	\$ -	\$ -	\$ -	\$ 258,575.00	\$ 258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 917,000.00	\$ 181,956.18	\$ 181,956.18	\$ -	\$ -	\$ 735,043.82	\$ 735,043.82
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 236,006.00	\$ 13,623.00	\$ 13,623.00	\$ -	\$ -	\$ 222,383.00	\$ 222,383.00
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 155,595,639.81</b>	<b>\$ 155,665,352.68</b>	<b>\$ 155,665,352.68</b>	<b>\$ 28,240,396.92</b>	<b>\$ 28,240,396.92</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 127,424,955.76</b>	<b>\$ 127,424,955.76</b>

EXPENSES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July -Sept	July -Sept	July-Sept	July-Sept
General	1	\$ 104,358,876.11	\$ 104,428,588.98	\$ 104,428,588.98	\$ 16,558,531.85	\$ 16,558,531.85	\$ 4,197,214.15	\$ 4,197,214.15	\$ 83,672,842.98	\$ 83,672,842.98
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 4,427,346.56	\$ 368,145.44	\$ 368,145.44	\$ 1,645,561.52	\$ 1,645,561.52	\$ 2,413,639.60	\$ 2,413,639.60
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,176,300.00	\$ 463,881.25	\$ 463,881.25	\$ 444,923.55	\$ 444,923.55	\$ 5,267,495.20	\$ 5,267,495.20
Community Ed	4	\$ 8,658,980.50	\$ 8,658,980.50	\$ 8,658,980.50	\$ 1,135,642.04	\$ 1,135,642.04	\$ 47,930.96	\$ 47,930.96	\$ 7,475,407.50	\$ 7,475,407.50
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 8,394,018.57	\$ 1,590,565.35	\$ 1,590,565.35	\$ 1,210,448.48	\$ 1,210,448.48	\$ 5,593,004.74	\$ 5,593,004.74
Building Construction	6	\$ -	\$ -	\$ -	\$ 3,897,783.30	\$ 3,897,783.30	\$ 851,419.72	\$ 851,419.72	\$ (4,749,203.02)	\$ (4,749,203.02)
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 24,691,484.56	\$ 2,568,157.81	\$ 2,568,157.81	\$ -	\$ -	\$ 22,123,326.75	\$ 22,123,326.75
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 924,000.00	\$ 234,036.44	\$ 234,036.44	\$ -	\$ -	\$ 689,963.56	\$ 689,963.56
Student Acitivity	79	\$ 414,040.00	\$ 414,040.00	\$ 414,040.00	\$ 9,634.70	\$ 9,634.70	\$ 3,555.27	\$ 3,555.27	\$ 400,850.03	\$ 400,850.03
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 158,295,046.30</b>	<b>\$ 163,113,962.19</b>	<b>\$ 163,113,962.19</b>	<b>\$ 26,826,378.18</b>	<b>\$ 26,826,378.18</b>	<b>\$ -</b>	<b>\$ 8,401,053.65</b>	<b>\$ 123,137,327.34</b>	<b>\$ 123,137,327.34</b>

## HOURLY/SUBSTITUTE PAY RATE SHEET

**PROPOSED EFF. 9/1/2022**

<u>COMMUNITY EDUCATION</u>			<u>NEW RATE</u>	<u>COMMENTS</u>
American Indian Facilitator	Hourly	\$13.50		
Lifeguard	Hourly	\$13.65		
Locker Room Attendant	Hourly	\$13.50		
Pool Director	Hourly	\$13.50		
Puppeteer	Hourly	\$13.65		
School-Aged/Pre-K Worker	Hourly	\$13.50		
Site Supervisor Substitute	Hourly	\$13.50		
Special Needs Helper	Hourly	\$13.50		
Swim Instructor	Hourly	\$14.50		
Temporary Building Coordinator	Substitute	\$15.50		
<i>Youth Development Programs</i>				
Youth Service Facilitator	Hourly	\$15.50		
Cross Age Student Helper   Playground Leader   Gym Supervisor Activity Leader   Summer Youth Placement Coordinator	Hourly	\$13.50		
<u>FOOD SERVICE</u>				
Cook and Head Cook Substitute	Substitute	\$13.50		
Food Service Substitute/Non-Unit Helper	Hourly & Substitute	\$13.00		
Production Manager Substitute	Substitute	\$13.50		
Satellite Manager Substitute	Substitute	\$13.50		
Satellite Mgr Trainer	Hourly	\$15.63		
Retired Food Service employees are paid \$1.00/hr in addition to above rates.	Substitute			
<u>MAINTENANCE AND CONSTRUCTION</u>				
Lead Person for Laborers	Substitute	\$13.00		
Retired Trades People	Substitute	Step B of Maintenance CBA		
Snow Shovelers, Temporary	Hourly	\$13.00		
Summer AV Repair	Hourly	\$13.00		
Summer Hourly Substitute	Substitute	\$13.00		
Welder and Other Skilled Trades		Step B of Maintenance CBA		
<u>BUILDING OPERATIONS</u>				
Hourly Regular Substitute	Substitute	\$13.00		
Substitute for Licensed People	Substitute	\$13.00		
Summer Hourly and Summer Hourly Lawn Crew	Hourly	\$13.00		
Retired Custodian	Substitute	Step B Maintenance CBA		
Retired Custodian II	Substitute	Step B Maintenance CBA		
Retired Fireperson I	Substitute	\$14.50		
Retired Fireperson II	Substitute	Step B Maintenance CBA		

Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Substitute	Step B Maintenance CBA	
<b><u>TRANSPORTATION</u></b>			
<b>Bus Driver</b>	<b>Substitute</b>		<b>Step B Maintenance CBA</b>
Bus Helper	Substitute	\$13.50	
Field Trip	Substitute	\$13.65	
<b><u>PRINT SHOP</u></b>			
Skilled Tradesperson	Substitute	Step A of Maintenance CBA	
Summer Hourly	Hourly	\$13.50	
<b><u>PURCHASING (STOREROOM)</u></b>			
Hourly Regular Substitute	Substitute	\$13.50	
Hourly Student	Hourly	\$13.50	
Stock Clerk (Retired Employee)	Substitute	Step A of Maintenance CBA	
<b><u>CLERICAL</u></b>			
Hourly Clerical	Hourly	\$13.50	
Regular Substitute	Substitute	\$13.50	
Retired/Layoff Employees	Substitute	OSS Step 1 of Clerical CBA	
<b>HOURLY/SUBSTITUTE PAY RATE SHEET</b>			
EFF. 1/1/2022			
			<b>COMMENTS</b>
<b><u>PARAPROFESSIONALS</u></b>			
Career Center Assistant	Hourly	\$15.00	
Career Center Coordinator	Hourly	\$15.00	
Child Care Assistant	Substitute	\$15.00	
Community Assistant	Substitute	\$15.00	
Community Liaison	Substitute	\$15.00	
Cultural Assistant (no language skills)	Substitute	\$15.00	
Cultural Assistant (with language skills)	Substitute	\$15.00	
Experience Center Manager	Substitute	\$15.00	
Health Assistant	Substitute	\$15.00	
Hearing Impaired Assistant (Signer) (Transliterators Non-Licensed)	Substitute	\$15.00	
Indian Oriented Assistant	Substitute	\$15.00	
Instructional Assistant (Tutor)	Hourly & Substitute	\$15.00	
Licensed Interpreter for the Deaf	Substitute	\$20.00	
Media Assistant	Substitute	\$15.00	
Mental Health Practitioner Sub	Substitute	\$15.00	
Occupational Therapy Assistant	Substitute	\$15.00	
Physical Therapist Assistant	Substitute	\$15.00	
Special Education Assistant	Hourly & Substitute	\$15.00	

Special Education Assistant (LPN License Required)	Substitute	\$16.50		
Special Education Assistant (RN License Required)	Substitute	\$22.50		
Supervisory Assistant	Substitute	\$15.00		
Technical Tutor		\$15.00		
Graphic Artist   Cultural Assistant (with language skills)   RDT   Asian Oriented   Evaluation/Testing	Substitute	\$15.00		
<b><u>MISCELLANEOUS</u></b>				
Accounting Intern	Hourly	\$13.50		
Assistant Examiner	Hourly	\$13.50		
Cafeteria/Playground Monitor	Hourly	\$13.50		
Crossing Guard	Hourly	\$13.50		
Deli Assistant	Hourly	\$13.50		
Deli Operator	Hourly	\$14.00		
Desegregation Assistant	Hourly	\$13.50		
GED Examiner	Hourly	\$20.00		
Headstart Nutritionist	Hourly	\$25.00		
Help Desk Technician	Hourly	\$16.00		
HRA Headstart Resource Aide	Hourly	\$13.50		
Indian Adult Basic Education Assistant	Hourly	\$13.50		
Parental Involvement Coordinator	Hourly	\$13.50		
Systems Maintenance Technician	Hourly	\$21.54		
Technology Intern (2 yrs college or above)	Hourly	\$15.00		
Technology Student Intern (after 17 months)	Hourly	\$13.50		
Technology Student Intern(ISD#709 Student)	Hourly	\$13.50		
Work Study	Hourly	\$13.50		
<b><u>SUBSTITUTE TEACHERS</u></b>				
All Certified Substitutes	Substitute	\$150.00		
Certified Retired Substitutes Only	Substitute	\$155.00		
Teacher Hourly Rate of Pay	Substitute	\$22.08		

**Fundraisers Reported  
September 2022**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lakewood ES	5 <sup>th</sup> grade	\$1,500.00	Candy bar sales
Lakewood ES	5 <sup>th</sup> grade	\$2,375.00	Wolf Ridge calendar sales
Lester Park ES	Schoolwide	\$1,500.00	21-22 Yearbook

## SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the “School District”, and the CITY OF DULUTH, hereinafter referred to as “City”.

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### ARTICLE I

#### SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1. For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.2. The duties of the school resource officer include the following:

- a. SROs will not have responsibility for enforcement of school discipline.
- b. Actively promote the goals and mission statement of the Duluth Police Department as well as ISD 709 provided they don’t conflict.

c. Promote and participate in the Department's community policing efforts.

d. Conduct preliminary and follow-up investigations, to include interviews, collection of evidence, prepare and serve warrants, and submit cases to the St. Louis County Attorney's Office for juvenile prosecution.

e. Work in cooperation with agencies that serve juvenile justice needs, to include government and supportive service agencies.

f. Work with entities outside the school to resolve issues involving juvenile behavior.

g. Serve as a resource to staff, administration, parents and students regarding juvenile justice issues. Be a resource for students who may need help for any reason. This may include speaking or presenting to a class or other venues on topics relating to school safety and student welfare.

h. Participate in student and family orientation programs, School conferences, and other events mutually beneficial to fostering relationships in the school environment.

i. Meet or participate in student-focused teams in school.

j. Respond to requests to present in classrooms.

k. Participate as a school staff member in school meetings and trainings.

l. Make referrals to the appropriate community service agencies or school personnel when the SRO is made aware of information or observes conditions that jeopardize the welfare of students.

m. When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family, consulting with probation, social services, Juvenile Detention Alternatives Initiatives (JDAI) community coaches, or other appropriate organizations. Other courses of action to punitive measures may also include school, or community-based restorative programs.

n. Establish a close association with youth who have committed delinquent acts to reduce recidivism.

- o. Monitor runaway reports, and take action when appropriate. Make referrals to the appropriate human service agencies.
- p. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.
- q. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.
- r. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.
- s. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The SRO shall not have disciplinary authority within the school.

## **ARTICLE II**

### **FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

2. The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2022-2023 school year and will continue through the end of the 2022-2023 school year, terminating on Thursday, June 8, 2023. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties.

2.1 During the term of this Agreement, school resource officers shall be made available to the School District on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year. In the event of an individual absence, backup SRO officers from other

buildings will be utilized as mutually agreed upon by DPD and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.2 School District agrees to pay to City for a total of four (4) school resource officers in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

\*Year 2022-2023 rate per officer is \$74,097.50 and \$296,390.00 total reimbursement.

a. Fifty (50) percent of the total amount is due and owing on September 1, 2022; and

b. Fifty (50) percent of the total amount is due and owing on February 15, 2023.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

**ARTICLE III  
RESPONSIBILITY OF SCHOOL DISTRICT**

3. The School District shall be responsible for the following duties and/or services:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.

b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.

c. Require its principals to coordinate the efforts of the school resource officer within the schools.

d. Provide time/opportunities for SRO interaction at the elementary level.

e. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule.

f. Provide opportunities for educational-specific training that would

benefit the SRO in a school setting.

- g. Participate in the interview process for new SROs.

#### **ARTICLE IV**

#### **RESPONSIBILITY OF CITY**

- 4. The City shall be responsible for the following duties and/or services:
  - a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.
  - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee.
  - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
  - d. Provide training and education within the scope of the Police Department of the City.
  - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five consecutive days.
  - f. The City will collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs.
  - g. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course.

#### **ARTICLE V**

#### **JOINT RESPONSIBILITIES**

- 5. The City and ISD shall both be responsible for the following:
  - a. Conduct yearly performance evaluations of the SROs with input from school administrators.
  - b. Annual evaluation of the SRO program. SROs will have a flexible

schedule during the school day to attend after-school events.

c. Establish process between school administrator and the police department to address concerns and complaints.

d. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

## **ARTICLE VI**

### **INDEMNITY AND HOLD HARMLESS**

6. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

6.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

6.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

6.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability

or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

6.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

6.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

## **ARTICLE VII GENERAL PROVISIONS**

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

7.1 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

7.2 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

7.3 This Agreement, together with all of 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.

7.4 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

7.5 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of

Business Services, 4316 Rice Lake Road, Duluth Minnesota 55811 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

7.6 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

7.7 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

7.8 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

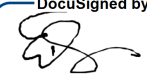
7.9 The understandings of Paragraph 6.8 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

*[Remainder of this page intentionally left blank; signature page to follow.]*


IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.  
709

DocuSigned by:  
  
By: \_\_\_\_\_  
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Mayor

DocuSigned by: By \_\_\_\_\_  
Chairman

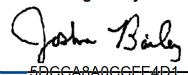
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City Clerk



ATTEST: \_\_\_\_\_  
Clerk

DATE:  
9/29/2022  
\_\_\_\_\_

Countersigned:

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City Auditor

Approved as to form:

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City Attorney



# EXHIBIT A

## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

#### SCHOOL RESOURCE OFFICER

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.



# City of Duluth

411 West First Street  
Duluth, Minnesota  
55802

## Certified Copy

**Resolution: 22-0713R**

**File Number: 22-0713R**

RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE A ONE-YEAR AGREEMENT WITH TWO AUTOMATIC ONE-YEAR RENEWALS WITH THE INDEPENDENT SCHOOL DISTRICT NO. 709 FOR THE DULUTH POLICE DEPARTMENT TO PROVIDE FOUR SCHOOL RESOURCE OFFICERS IN THE PUBLIC SCHOOLS FOR A TOTAL OF \$296,390 FOR THE 2022-2023 SCHOOL YEAR.

**CITY PROPOSAL:**

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with Independent School District No. 709 to provide school resource officers in the public schools, said agreement to be substantially in the form of the attached Document A; payments from the school district to be deposited in Fund No. 110-160-1610-4261 (general, police, administration and investigation).

This Resolution was adopted unanimously.

Absent: Councilor Randorf

I, Ian B. Johnson, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 9/12/2022, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

*Ian B Johnson*

09/28/2022  
**Date Certified**

# CHANGE ORDER

<b>Project Name:</b>	Boardroom AV Install	<b>Project Manager:</b> Brian Schaeppi (952) 737-7129 brschap@cdw.com
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	
<b>Provider Name:</b>	SVT	<b>Requesting Party:</b> Eric Pounds (SVT)
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Effective Date:</b>	August 17, 2022	
<b>Change ID:</b>	SOW #67076-01	

This change order (“**Change Order**” or “**CO**”) is made and entered into this August 17, 2022 (the “**Effective Date**”) by and between the undersigned, CDW Government LLC (“**Buyer**”), and SVT (“**Provider**”, “**Seller**” and “**we**”), and amends that certain Boardroom AV Install Statement of Work made effective June 27, 2022 Services performed by Provider hereunder may benefit Duluth Independent School District No. 709 (MN) (“**Customer**”), a customer of Buyer or of Buyer’s Affiliate.

## CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional fees per the Additional Pricing table below.

### Board Room - 2022 - CCO - Prevailing Wage 80545

**Change Order to comply with local prevailing wage rates.**

## ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$32,000.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

<b>Project Milestones</b>	<b>Percentage</b>	<b>Fees</b>
Signed Change Order	30%	\$9,600
Completion of Work	70%	\$22,400
<b>Totals</b>	<b>100%</b>	<b>\$32,000</b>

# SIGNATURES

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

## CDW Government LLC

By: \_\_\_\_\_  
signature

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

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

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

The following Manager has given approval:

Phil Birt

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

By: Simone Zunic  
signature

Name: Simone Zunic

Title: Exec. Dir. Finance & Business Services

Date: 10/4/22

October 11, 2022

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Elias J Wiseman	Duluth Public Schools	10/10/2022

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

September 21, 2022

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Robert S Benkoski</b>	<b>Duluth Public Schools</b>	<b>9/20/2022</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

**DATA SHARING AGREEMENT FOR RELEASE  
OF DATA UNDER “SCHOOL OFFICIAL” EXCEPTION**

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND, is entered into as of July 1, 2022 (“Effective Date”). The District and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2022-2023 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act (“MGDPA”) allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a “school official” exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a “school official” under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a “school official.”

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a NON-PROFIT ORGANIZATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. §

1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minn. Stat. § 13.32.

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
  
4. **District’s Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
  - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.
  
  - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
  
  - c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District’s direct control.
  
  - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals

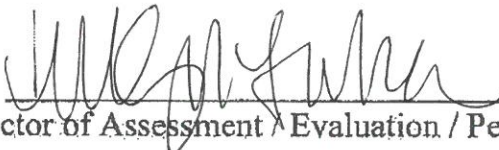
providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
  - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Rediscovery of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.


7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2023. On July 1, 2023, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 9.23.22

By:   
 Director of Assessment / Evaluation / Performance

DATE: 9-21-22

By: AMY GALAROWICZ   
 Title: DIRECTOR UPWARD BOUND PROGRAMS @ CSS  
 Phone: 218-723-6760

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
 School Board Chair, Duluth School District 709

## **535 SERVICE ANIMALS IN SCHOOLS**

### **I. PURPOSE**

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

### **II. GENERAL STATEMENT OF POLICY**

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

### **III. DEFINITIONS**

#### **A. Service Animal**

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

#### **B. Handler**

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

#### **C. Work or Tasks**

1. "Work or tasks" are those functions performed by a service animal.
2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

**IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES**

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
1. Is the service animal required because of a disability; and
  2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

**V. REQUIREMENTS FOR ALL SERVICE ANIMALS**

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

**VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL**

- A. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- B. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

**VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
  - 1. Any of the requirements described in Part V., above, are not met.
  - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
  - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

**VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and

- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

**IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

**X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

**XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

**XII. LIABILITY**

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

**Legal References:** Section 504 of the Rehabilitation Act of 1973  
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)  
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)  
Minn. Stat. § 609.226 (Harm Caused by Dog)  
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

**Cross References:** MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

First Reading: May 3, 2022  
Second Reading: October 4, 2022

## **101 LEGAL STATUS OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

### **III. RELATIONSHIP TO OTHER ENTITIES**

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

### **IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT**

- A. Funds
  - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
  - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
  - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.
- B. Raising Funds
  - 1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
  - 2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475, or other applicable law.

3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

**Legal References:** Minn. Const. art. 13, § 1  
Minn. Stat. Ch. 123B (School District Powers and Duties)  
Minn. Stat. Ch. 179A (Public Employment Labor Relations)  
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)

Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)

*Minnesota Association of Public Schools v. Hanson*, 287 Minn. 415, 178 N.W.2d 846 (1970)

*Independent School District No. 581 v. Mattheis*, 275 Minn. 383, 147 N.W.2d 374 (1966)

*Village of Blaine v. Independent School District No. 12*, 272 Minn. 343, 138 N.W.2d 32 (1965)

*Huffman v. School Board*, 230 Minn. 289, 41 N.W.2d 455 (1950)

*State v. Lakeside Land Co.*, 71 Minn. 283, 73 N.W.970 (1898)

**Cross References:**

MSBA/MASA Model Policy 201 (Legal Status of School Board)

MSBA/MASA Model Policy 603 (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)

MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)

MSBA/MASA Model Policy 705 (Investments)

MSBA/MASA Model Policy 706 (Acceptance of Gifts)

MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: March 22, 2016

Adopted: April 19, 2016

Reviewed: October 4, 2022

## **101.1 NAME OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

The purpose of this policy is to clarify the name of the school district.

### **II. GENERAL STATEMENT OF POLICY**

Pursuant to statute, the official name of the school district is Independent School District No. 709 \_\_\_\_\_. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

### **III. UNIFORM NAME**

- A. The name of the school district shall be Duluth Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 709 Duluth Public Schools, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

**Legal References:** Minn. Stat. § 123A.55 (Classes, Number)

**Cross References:** None

First Reading: March 22, 2016  
Adopted: April 19, 2016 ISD 709  
Reviewed: October 4, 2022

## **103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS**

### **I. PURPOSE**

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

### **II. GENERAL STATEMENT OF POLICY**

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in the same communication method as the complaint was received to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

### **III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION**

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.

- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates Theresa Severance, 4316 Rice Lake Rd., Suite 108, Duluth, MN 55811, (218) 336-8700 ext. 1062, [theresa.severance@isd709.org](mailto:theresa.severance@isd709.org), as the school district Human Rights Officer(s) to receive reports, complaints, or grievances of unlawful discrimination. If the complaint involves a Human Rights Officer, the complaint shall be filed directly with the Superintendent of Schools.
- D. Upon receipt of a complaint, the Human Rights Officer shall immediately notify the superintendent. If the superintendent is the subject of the complaint, the Human Rights Officer shall immediately notify the school board.
- E. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 2 business days and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- F. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

#### **IV. INVESTIGATION**

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged

incident occurred.

- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

## **V. APPEAL**

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Complaint Procedures."

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## **VII. RETALIATION**

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

**VII. CONFLICT OF INTEREST**

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third-party investigator to conduct the investigation or recusal from the process by the person\_for whom a conflict or potential conflict of interest exists.

**VIII. DISSEMINATION OF POLICY**

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR  
Anthony Bonds, Assistant Superintendent  
Duluth Public Schools  
4316 Rice Lake Rd., Suite 108  
Duluth, MN 55811  
(218) 336-8739  
anthony.bonds@isd709.org

SECTION 504 COORDINATOR  
Anthony Bonds, Assistant Superintendent  
Duluth Public Schools  
4316 Rice Lake Rd., Suite 108  
Duluth, MN 55811  
(218) 336-8739  
anthony.bonds@isd709.org

**IX. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: (312) 730-1560  
TDD: (312) 730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
(800)657.3704  
(651) 296.5663  
TDD (651) 296.1283

For complaints of employment discrimination:  
Equal Employment Opportunity Commission  
330 S. 2<sup>nd</sup> Avenue  
Suite 430  
Minneapolis, MN 55401  
(800) 669.4000  
(612) 335.4040  
TDD (612) 335.4045

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

Resources:  
U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: (312) 730-1560  
TDD: (312) 730-1609

Reading Room, U.S. Department of Education, Office for Civil Rights:  
<http://www2.ed.gov/about/offices/list/ocr/publications.html>

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
34 C.F.R. Section 104.7(b) (Section 504 of the Rehabilitation Act)  
34 C.F.R. Section 106.8(b) (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 514 (Bullying Prohibition)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 1090  
Adopted: 06-19-2018  
Revised: 07-17-2018  
07-16-2019  
08-20-2019  
**08-17-2021 ISD 709**  
10-04-2022

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 4, 2022

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval - None

2) Resolutions - None

3) Other Action Items - None

B. Informational Items

1) Presentations

a. Class Size & Enrollment Update

Assistant Superintendent, Anthony Bonds

2

C. Other - None

4. **ADJOURN**

## Department Totals

22-23 Ordean East Middle School

Department	Total Students	Number of Sections	Average Class Size
Art	174	7	25
Computers	176	6	29
Consumer Science	184	6	26
English	1025	38	27
Health	182	6	30
Industrial Tech	286	9	32
Math	1023	39	26
Music	778	26	30
PhyEd	877	29	30
Science	1059	35	30
Social Studies	1001	35	29
World Language	129	4	32
Site average class size			29

## Department Totals

22-23 Lincoln Park Middle School

Department	Total Students	Number of Sections	Average Class Size
Art	123	5	25
Computers	98	5	20
Consumer Science	124	5	25
English	558	27	21
Health	101	4	25
Industrial Tech	123	5	25
Math	565	29	19
Music	374	21	18
Phy Ed	463	18	26
Science	554	25	22
Social Studies	472	20	24
World Language	31	2	16
			Site average class size
			22

## Department Totals

22-23 Denfeld High School

Department	Total Students	Number of Sections	Average Class Size
Art	357	12	30
Bus/Mktg Computers	81	3	27
Education	23	1	23
Eng & Industrial Tech	92	12	8
General Electives	91	5	18
Graphic Arts/Comm Tech	50	6	8
Health	127	4	32
Health Science/Med	24	2	12
Hospitality & Tourism	82	4	21
Lang Arts	1031	48	21
Mathematics	738	29	25
Music	235	15	16
Phy Ed	250	8	31
Science	823	34	24
Social Studies	802	31	26
World Language	338	17	20
Site average class size			22

## Department Totals

22-23 East High School

Department	Total Students	Number of Sections	Average Class Size
Art	417	16	26
Bus/Mktg Computers	134	5	27
Education	11	1	11
Eng & Industrial Tech	171	12	14
Family & Consumer Sci	32	1	32
General Electives	81	4	20
Graphic Arts/Comm Tech	64	3	21
Health	193	6	32
Health Science/Med	19	1	19
Lang Arts	1492	56	27
Mathematics	1183	40	30
Music	453	15	30
Phy Ed	368	11	33
Science	1340	47	29
Social studies	1366	45	30
World Language	688	23	30
			Site average class size
			28

22-23 Ordean East Middle School				
Course Offerings, Student Counts, Sections and Average Class Size				
Course Offerings	Total Students	Number of Sections	Average Class Size	
<b>Art</b>	<b>174</b>	<b>7</b>	<b>25</b>	
Art - Grade 6	138	5	28	
Cartooning & Animation - Gr 8	36	2	18	
<b>Computers</b>	<b>176</b>	<b>6</b>	<b>29</b>	
Computers- Grade 6	176	6	29	
<b>Consumer Science</b>	<b>184</b>	<b>6</b>	<b>26</b>	
FACS - Grade 7	184	6	31	
<b>English</b>	<b>1025</b>	<b>38</b>	<b>27</b>	
English - 7	344	12	29	
English - 8	339	12	28	
English - 6	291	11	26	
SWS English - 7	16	1	16	
SWS English - 8	18	1	18	
SWS English - 6	17	1	17	
<b>Health</b>	<b>182</b>	<b>6</b>	<b>30</b>	
Health	182	6	30	
<b>Industrial Tech</b>	<b>286</b>	<b>9</b>	<b>32</b>	
Pre-Eng Design Modeling	94	3	31	
Pre-Engineering 7	192	6	32	
<b>Math</b>	<b>1023</b>	<b>39</b>	<b>26</b>	
Algebra 1	152	6	25	
Intermediate Algebra	172	6	29	
Math Grade 6	289	11	26	
Math - Grade 7	346	12	29	
SWS Algebra 1	30	2	15	
SWS Math - Grade 6	17	1	17	

SWS Math - Grade 7	17	1	17
<b>Music</b>	<b>778</b>	<b>26</b>	<b>30</b>
Advanced Band	34	1	34
Advanced Choir	40	1	40
Advanced Orchestra	34	1	34
Beginning Band	133	4	33
Beginning Choir	146	5	29
Beginning Orchestra	41	2	21
Intermediate Band	97	4	24
Intermediate Choir	195	5	39
Intermediate Orchestra	58	3	19
<b>PhyEd</b>	<b>877</b>	<b>29</b>	<b>30</b>
Phy Ed - Grade 6	319	11	29
Phy Ed - Grade 7	386	12	32
Phy Ed - Grade 8	172	6	29
<b>Science</b>	<b>1059</b>	<b>35</b>	<b>30</b>
Earth Science	362	12	30
Earth Science - Grade 6	321	11	29
Life Science	376	12	31
<b>Social Studies</b>	<b>1001</b>	<b>35</b>	<b>29</b>
Global Studies	354	12	30
Minnesota Studies	298	11	27
U S Studies	349	12	29
<b>World Language</b>	<b>129</b>	<b>4</b>	<b>32</b>
Spanish Level I	129	4	32

Site average class size

29

22-23 Lincoln Park Middle School				
Course Offerings, Student Counts, Sections and Average Class Size				
Course Offerings	Total Students	Number of Sections	Average Class Size	
<b>Art</b>	<b>123</b>	<b>5</b>	<b>25</b>	
Art - Grade 6	92	4	23	
Art Options - Gr 8	31	1	31	
<b>Computers</b>	<b>98</b>	<b>5</b>	<b>20</b>	
Computer Topics - Tech & Futur	27	1	27	
Computers- Grade 6	71	4	18	
<b>Consumer Science</b>	<b>124</b>	<b>5</b>	<b>25</b>	
FACS - Grade 7	93	4	23	
Family, Food, Diversity & Tole	31	1	31	
<b>English</b>	<b>558</b>	<b>27</b>	<b>21</b>	
English - 7	173	8	22	
English - 8	180	9	20	
English - 6	155	7	22	
SWS English - 7	17	1	17	
SWS English - 8	21	1	21	
SWS English - 6	12	1	12	
<b>Health</b>	<b>101</b>	<b>4</b>	<b>25</b>	
Health	101	4	25	
<b>Industrial Tech</b>	<b>123</b>	<b>5</b>	<b>25</b>	
Pre-Eng Design Modeling	31	1	31	
Pre-Engineering 7	92	4	23	
<b>Math</b>	<b>565</b>	<b>29</b>	<b>19</b>	
Algebra 1	144	7	21	
Intermediate Algebra	41	2	21	
Math Grade 6	155	8	19	
Math - Grade 7	177	9	20	

SWS Algebra 1	16	1	16
SWS Math - Grade 6	14	1	14
SWS Math - Grade 7	18	1	18
<b>Music</b>	<b>374</b>	<b>21</b>	<b>18</b>
Advanced Band	15	1	15
Advanced Choir	13	1	13
Advanced Orchestra	9	1	9
Beginning Band	81	4	20
Beginning Choir	54	3	18
Beginning Orchestra	29	2	15
Intermediate Band	82	4	21
Intermediate Choir	68	3	23
Intermediate Orchestra	23	2	12
<b>Phy Ed</b>	<b>463</b>	<b>18</b>	<b>26</b>
Phy Ed - Grade 6	182	7	26
Phy Ed - Grade 7	185	7	26
Phy Ed - Grade 8	96	4	24
<b>Science</b>	<b>554</b>	<b>25</b>	<b>22</b>
Earth Science	196	9	22
Earth Science - Grade 6	170	8	21
Life Science	188	8	24
<b>Social Studies</b>	<b>472</b>	<b>20</b>	<b>24</b>
Global Studies	168	7	24
Minnesota Studies	142	6	24
U S Studies	162	7	23
<b>World Language</b>	<b>31</b>	<b>2</b>	<b>16</b>
Spanish Level I	31	2	16
Site average class size			22

22-23 Denfeld High School				
Course Offerings, Student Counts, Sections and Average Class Size				
Course Offerings	Total Students	Number of Sections	Average Class Size	
<b>Art</b>	<b>357</b>	<b>12</b>	<b>30</b>	
Adv Ceramics & Sculpture	12	1	12	
Adv Drawing/Painting	29	1	29	
Art Across Mediums	25	1	25	
Art of Photo and Cinema 1	63	2	32	
Ceramics & Sculpture 1	66	2	33	
Drawing and Painting I	100	3	33	
Stained Glass Metals Fibers 1	62	2	31	
<b>Bus/Mktg Computers</b>	<b>81</b>	<b>3</b>	<b>27</b>	
Intro to Marketing & Business	62	2	31	
Sports & Entertainment Mkting	19	1	19	
<b>Education</b>	<b>23</b>	<b>1</b>	<b>23</b>	
Pwys2Tch; Intro to Soc Just Ed	23	1	23	
<b>Eng &amp; Industrial Tech</b>	<b>92</b>	<b>12</b>	<b>8</b>	
Adv Ind Eng Research/Design	2	1	2	
Adv Manufacturing Tech III	4	1	4	
Advanced Eng Design I	6	2	3	
Advanced Eng Design II	1	1	1	
Construction Technology 1(2HR)	3	1	3	
Fab Lab I	1	1	1	
Intro to Engineering & Design	35	2	18	
Manufacturing Technologies I	37	2	19	
Manufacturing Technologies II	3	1	3	
<b>General Electives</b>	<b>91</b>	<b>5</b>	<b>18</b>	
Advanced Automotive (2hr)	6	1	6	
Auto Basics: Brakes & Engines	14	1	14	

## Denfeld

Auto Basics:Trans & Sus (2hr)	21	1	21
Student Government	22	1	22
Yearbook	28	1	28
<b>Graphic Arts/Comm Tech</b>	<b>50</b>	<b>6</b>	<b>8</b>
Graphic Arts/Digital Design 1	42	2	21
Graphic Arts/Digital Design 2	6	2	3
Graphic Arts/Digital Design 3	2	2	1
<b>Health</b>	<b>127</b>	<b>4</b>	<b>32</b>
Health	95	3	32
Zero Hour Health	32	1	32
<b>Health Science/Med</b>	<b>24</b>	<b>2</b>	<b>12</b>
(CITS)*MedicalOccupation-2 Hr	11	1	11
Emergency Medical Responder	13	1	13
<b>Hospitality &amp; Tourism</b>	<b>82</b>	<b>4</b>	<b>21</b>
Intro to Cooking	53	2	27
Level 1 Restaurant Industry	23	1	23
Level 2 Restaurant Industry	6	1	6
<b>Lang Arts</b>	<b>1031</b>	<b>48</b>	<b>21</b>
(CITS)*College Composition	26	1	26
AP Lang & Composition	27	1	27
Creative Writing	55	2	28
English 10	127	5	25
English 11	146	5	29
English 9	182	7	26
Grammar & Composition	29	1	29
Honors English 10	70	2	35
Honors English 11	48	2	24
Honors English 9	62	2	31
Interpersonal Communication	57	2	29
Reading/Writing Strategies	123	14	9

## Denfeld

SWS English 10	22	1	22
SWS English 9	34	2	17
Values in Literature	23	1	23
<b>Mathematics</b>	<b>738</b>	<b>29</b>	<b>25</b>
(CITS) Pre-Calculus	29	2	15
Algebra 2	105	4	26
Algebra 2 Concepts	76	3	25
AP (CITS) Calculus	9	1	9
Geometry	166	6	28
Geometry 9	53	2	27
Intermediate Algebra	224	7	32
Probability and Statistics	24	1	24
SWS Geometry	17	1	17
SWS Intermediate Algebra	35	2	18
<b>Music</b>	<b>235</b>	<b>15</b>	<b>16</b>
9th Grade Choir	25	1	25
9th Grade Orchestra	10	1	10
Advanced Band	31	1	31
Advanced Concert Choir	17	1	17
Advanced Guitar	2	2	1
Concert Orchestra	9	1	9
Intermediate Band	20	1	20
Introduction to Guitar	37	2	19
Jazz Ensemble	14	1	14
Pop, Rock, and Hip Hop	55	2	28
Show/Jazz Choir	10	1	10
Symphony Orchestra	5	1	5
<b>Phy Ed</b>	<b>250</b>	<b>8</b>	<b>31</b>
Foundations of Fitness	153	5	31
Lifetime Activ/Team Sports	38	1	38

## Denfeld

Personal Fitness 1	59	2	30
<b>Science</b>	<b>823</b>	<b>34</b>	<b>24</b>
(CITS)* Chemistry	46	2	23
(CITS)*Physics	13	1	13
Aerospace Physics	41	2	21
Biology	157	6	26
Chemistry	62	3	21
Forestry Fish & Wildlife-2 HR	1	1	1
Honors Biology	58	2	29
Introductory Chemistry	66	3	22
Phy Sci 9/Earth Sci 9 Integr	281	9	31
Physics	17	1	17
Plant Science Fall	48	2	24
SWS Biology	20	1	20
SWS Phy Sci 9/ Earth Sci 9 Int	13	1	13
<b>Social Studies</b>	<b>802</b>	<b>31</b>	<b>26</b>
(CITS) * American Govt & Polit	15	1	15
(CITS) * Economics	21	1	21
(CITS) * Sociology	14	1	14
American Government & Politics	56	2	28
AP United States History	35	1	35
Civics in Global Society	131	4	33
Civil and Criminal Law	19	1	19
Economics	59	2	30
International Studies	79	3	26
Psychology	18	1	18
SWS Civics in Global Society	19	1	19
SWS United States History	21	1	21
United States History	196	8	25
World History	119	4	30

<b>World Language</b>	<b>338</b>	<b>17</b>	<b>20</b>
(CITS) * Spanish Level 5	7	1	7
German Level 1	34	1	34
German Level 2	28	1	28
German Level 3	8	2	4
German Level 4	4	2	2
Spanish Level 1	102	3	34
Spanish Level 2	100	4	25
Spanish Level 3	46	2	23
Spanish Level 4	9	1	9
<b>Site average class size</b>			<b>22</b>

22-23 East High School			
Course Offerings, Student Counts, Sections and Average Class Size			
Course Offerings	Total Students	Number of Sections	Average Class Size
<b>Art</b>	<b>417</b>	<b>16</b>	<b>26</b>
Adv Ceramics & Sculpture	19	1	19
Adv Drawing/Painting	36	2	18
Art Across Mediums	48	2	24
Art of Photo and Cinema 1	44	2	22
Ceramics & Sculpture 1	104	3	35
Drawing and Painting I	95	4	24
Stained Glass Metals Fibers 1	71	2	36
<b>Bus/Mktg Computers</b>	<b>134</b>	<b>5</b>	<b>27</b>
Business & Personal Finance	47	2	24
Intro to Marketing & Business	30	1	30
Sports & Entertainment Mkting	33	1	33
Starting Your Own Business	24	1	24
<b>Education</b>	<b>11</b>	<b>1</b>	<b>11</b>
Pwys2Tch; Intro to Soc Just Ed	11	1	11
<b>Eng &amp; Industrial Tech</b>	<b>171</b>	<b>12</b>	<b>14</b>
Additive Manufacturing	3	1	3
Adv Ind Arch Research/Design	2	1	2
CAD for Architecture I	22	1	22
Construction Tech 2 (2 HR)	4	1	4
Construction Technology 1(2HR)	22	2	11
Intro to Engineering & Design	73	3	24
Manufacturing Technologies I	23	1	23
Principles of Engineering	16	1	16
Weldments	6	1	6
<b>Family &amp; Consumer Sci</b>	<b>32</b>	<b>1</b>	<b>32</b>

## East

Child Development/Child Psych	32	1	32
<b>General Electives</b>	<b>81</b>	<b>4</b>	<b>20</b>
Auto Basics: Brakes & Engines	21	1	21
Auto Basics:Trans & Sus (2hr)	9	1	9
Student Government	28	1	28
Yearbook	23	1	23
<b>Graphic Arts/Comm Tech</b>	<b>64</b>	<b>3</b>	<b>21</b>
Graphic Arts/Digital Design 1	48	2	24
Graphic Arts/Digital Design 2	16	1	16
<b>Health</b>	<b>193</b>	<b>6</b>	<b>32</b>
Health	161	5	32
Zero Hour Health	32	1	32
<b>Health Science/Med</b>	<b>19</b>	<b>1</b>	<b>19</b>
(CITS)*MedicalOccupation-2 Hr	19	1	19
<b>Lang Arts</b>	<b>1492</b>	<b>56</b>	<b>27</b>
(CITS)*College Composition	49	2	25
AP (CITS) * Lit & Composition	38	2	19
AP Lang & Composition	64	2	32
Creative Writing	99	3	33
English 10	197	6	33
English 11	213	6	36
English 9	226	8	28
Grammar & Composition	19	1	19
Honors English 10	154	4	39
Honors English 11	63	2	32
Honors English 9	139	4	35
Interpersonal Communication	53	2	27
Journalism	21	1	21
Public Speaking	70	3	23
Reading/Writing Strategies	50	7	7

## East

SWS English 10	12	1	12
SWS English 9	25	2	13
<b>Mathematics</b>	<b>1183</b>	<b>40</b>	<b>30</b>
(CITS) Pre-Calculus	155	5	31
Algebra 2	242	8	30
Algebra 2 Concepts	74	3	25
AP (CITS) Calculus	98	3	33
Geometry	209	6	35
Geometry 9	89	3	30
Intermediate Algebra	227	7	32
Probability and Statistics	31	1	31
SWS Geometry	32	2	16
SWS Intermediate Algebra	26	2	13
<b>Music</b>	<b>453</b>	<b>15</b>	<b>30</b>
9th Grade Band	29	1	29
9th Grade Choir	46	1	46
9th Grade Orchestra	27	1	27
Advanced Band	63	1	63
Advanced Concert Choir	51	1	51
Chamber Choir	13	1	13
Chamber Orchestra	24	1	24
Concert Orchestra	24	1	24
Intermediate Band	26	1	26
Intermediate Mixed Choir	29	1	29
Introduction to Guitar	25	2	13
Jazz Ensemble	24	1	24
Pop, Rock, and Hip Hop	10	1	10
Symphony Orchestra	62	1	62
<b>Phy Ed</b>	<b>368</b>	<b>11</b>	<b>33</b>
(CITS)* Strength Training	32	1	32

## East

Foundations of Fitness	215	6	36
Lifetime Activ/Team Sports	35	1	35
Personal Fitness 1	22	1	22
Personal Fitness 2	22	1	22
Unified PE	42	1	42
<b>Science</b>	<b>1340</b>	<b>47</b>	<b>29</b>
(CITS) Human Anatomy & Phys	36	1	36
(CITS)* Chemistry	124	4	31
(CITS)*Physics	54	2	27
Aerospace Physics	105	4	26
Biology	188	6	31
Chemistry	138	4	35
Forestry Fish & Wildlife-2 HR	12	1	12
Honors Biology	154	5	31
Human Anatomy & Physiology	24	1	24
Introductory Chemistry	27	1	27
Phy Sci 9/Earth Sci 9 Integr	374	12	31
Physics	31	1	31
Plant Science Fall	13	1	13
SWS Biology	15	1	15
SWS Phy Sci 9/ Earth Sci 9 Int	22	2	11
Zero Hour Honors Biology	23	1	23
<b>Social studies</b>	<b>1366</b>	<b>45</b>	<b>30</b>
(CITS) * American Govt & Polit	42	2	21
(CITS) * Economics	72	2	36
(CITS) * General Psych	34	1	34
(CITS) * Sociology	22	1	22
American Government & Politics	102	3	34
AP United States History	51	2	26
AP World History	79	3	26

Civics in Global Society	201	6	34
Civil and Criminal Law	29	1	29
Economics	93	3	31
International Studies	138	4	35
Psychology	24	1	24
SWS Civics in Global Society	14	1	14
SWS United States History	13	1	13
United States History	319	10	32
World History	133	4	33
<b>World Language</b>	<b>688</b>	<b>23</b>	<b>30</b>
(CITS) * Spanish Level 5	23	1	23
(CITS)* German Level 5	13	1	13
German Level 1	40	1	40
German Level 2	51	2	26
German Level 3	30	1	30
Spanish Level 1	127	4	32
Spanish Level 2	237	7	34
Spanish Level 3	120	4	30
Spanish Level 4	47	2	24

Site average class size

28

<b>22-23 AEO Both Comprehensive and Supplemental</b>	
<b>Course Offerings, Student Counts, Sections and Average Class Size</b>	
<b>Course Offerings</b>	<b>Total Students</b>
<b>Art</b>	<b>22</b>
OLL Art Across Mediums	22
<b>Bus/Mktg Computers</b>	<b>27</b>
OLL Business & Pers Finance	23
OLL Business and Pers Finance	4
<b>General Electives</b>	<b>41</b>
OLL Career Development Interns	14
OLL Career Development Seminar	27
<b>Health</b>	<b>26</b>
OLL Health	26
<b>Lang Arts</b>	<b>178</b>
(CITS)*College Composition	8
OLL English 10	38
OLL English 11 -1	50
OLL English 9	11
OLL Honors English 10	4
OLL Honors English 11	7
OLL Journalism	25
OLL Values in Literature	35
<b>Mathematics</b>	<b>336</b>
OLL (CITS) Pre-Calculus	51
OLL Algebra 2 Concepts	20
OLL Algebra II	111
OLL AP (CITS) Calculus	6
OLL Geometry	66
OLL Intermediate Algebra	61

OLL Probability and Statistics	21
<b>Phy Ed</b>	<b>44</b>
OLL Foundations of Fitness	17
OLL Personal Fitness 1	27
<b>Science</b>	<b>139</b>
OLL Biology	36
OLL Chemistry	59
OLL Human Anatomy & Physiology	11
OLL Phy Sci9/Earth Sci 9 Integ	20
OLL Physics	13
<b>Social Studies</b>	<b>203</b>
OLL American Government & Poli	42
OLL Civics In Global Society	13
OLL Economics	34
OLL International Studies	13
OLL Psychology	18
OLL Sociology	10
OLL United States History	46
OLL World History	27
<b>World Language</b>	<b>72</b>
OLL (CITS) Ojibwemowin 3	2
OLL Ojibwemowin 1	14
OLL Ojibwemowin 2	13
OLL Spanish Level 1	14
OLL Spanish Level 2	18
OLL Spanish Level 3	11

**2022-2023**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2022-2023	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	237.00	245.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00		8.00	241.00
PK	0.00	29.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.00	37.00	29.00	14.50
HK	104.00	109.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		5.00	106.50
KG	527.00	526.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	526.50
1	588.00	589.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		1.00	588.50
2	613.00	609.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		-4.00	611.00
3	593.00	592.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	592.50
4	600.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	600.00
5	602.00	602.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	602.00
6	523.00	518.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.70	-4.70	-4.70	520.65
7	596.00	599.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		3.00	597.50
8	605.00	600.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.15	-1.15	-4.15	602.93
9	722.00	734.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.60		12.60	728.30
10	690.25	693.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.35		3.35	691.93
11	724.70	738.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.65		13.65	731.53
12	682.60	660.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-21.65	7.95	-21.65	671.78
<b>K 12 Total:</b>	8170.55	8172.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.10	2.10	2.10	8171.60
<b>Change</b>		2.10	-8172.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

2022-2023	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	453.00	389.00	64.00	63.00	70.00	89.00	84.00	83.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	403.00	328.00	75.00	73.00	69.00	70.00	65.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	254.00	215.00	39.00	41.00	47.00	40.00	40.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	575.00	465.00	110.00	82.00	85.00	87.00	93.00	118.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	277.00	229.00	48.00	51.00	44.00	57.00	40.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	328.00	263.00	65.00	68.00	55.00	51.00	54.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	301.00	258.00	43.00	57.00	50.00	44.00	50.00	57.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	340.00	276.00	64.00	57.00	66.00	52.00	52.00	49.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	404.00	321.00	83.00	63.00	68.00	56.00	70.00	64.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	225.00	184.00	41.00	30.00	43.00	36.00	31.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	597.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	179.00	204.00	214.00	0.00	0.00	0.00	0.00
Ordean East Middle 335	1075.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	323.30	383.00	368.85	0.00	0.00	0.00	0.00
AE Online 650	139.85	0.00	0.00	0.00	0.00	442 students		0.00	0.00	0.00	0.00	9.95	35.05	44.90	49.95
Denfeld 215	1004.35	0.00	0.00	0.00	0.00			0.00	0.00	0.00	0.00	309.50	238.40	253.00	203.45
East 220	1488.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	391.15	389.15	380.75	327.70
Merritt Creek Academy 81	80.00	35.00	2.00	3.00	5.00	8.00	10.00	9.00	11.00	4.00	8.00	8.00	6.00	5.00	1.00
ALC 611	103.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	16.00	33.70	52.85
Chester Creek Academy 575	47.00	19.00	1.00	0.00	4.00	1.00	8.00	6.00	3.00	5.00	3.00	5.00	4.00	7.00	0.00
Rock Ridge Academy 580	25.00	8.00	0.00	1.00	2.00	1.00	2.00	2.00	1.00	2.00	4.00	4.00	3.00	1.00	2.00
Arrowhead Academy 605	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	2.00	2.00	11.00	7.00
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hospitals 630	13.00	2.00	0.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	2.00	4.00	0.00	2.00	2.00
The Bridge 950	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00
<b>Total:</b>	8172.65	2992.00	635.00	589.00	609.00	592.00	600.00	602.00	518.30	599.00	600.85	734.60	693.60	738.35	660.95

**2022-2023**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2022-2023	2022	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		EOY 2022
Congdon Park 435	488.00	456.00	453.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00		-3.00	-35.00
Homecroft 475	382.00	404.00	403.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	21.00
Lakewood 500	243.00	254.00	254.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	11.00
Lester Park 510	550.00	575.00	575.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	25.00
Lowell 520	280.00	283.00	277.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6.00		-6.00	-3.00
Lowell Immersion 521	304.00	330.00	328.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		-2.00	24.00
MacArthur 525	294.00	293.00	301.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00		8.00	7.00
Myers Wilkins 540	327.00	338.00	340.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	13.00
Piedmont 550	396.10	409.00	404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.00		-5.00	7.90
Stowe 565	230.00	222.00	225.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	-4.00	3.00	-5.00
Lincoln Middle 225	635.30	595.00	597.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	-38.30
Ordean East Middle 335	1073.75	1086.00	1075.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10.85	-8.85	-10.85	1.40
AE Online 650	194.22	55.60	139.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.25		84.25	-54.37
Denfeld 215	857.25	1019.25	1004.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-14.90		-14.90	147.10
East 220	1390.90	1571.70	1488.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-82.95	-13.60	-82.95	97.85
Merritt Creek Academy 81	82.00	81.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	-2.00
ALC Seat Based 611	105.70	99.00	103.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.55		4.55	-2.15
Chester Creek Academy 575	47.00	41.00	47.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00		6.00	0.00
WHA RRA 580	29.00	23.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	-4.00
Arrowhead Academy 605	20.00	19.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		5.00	4.00
Bethany Crisis Shelter 615	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-2.00
Hospitals 630	15.00	0.00	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00		13.00	-2.00
The Bridge 950	15.00	16.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00	28.55	-1.00	0.00
<b>Total:</b>	<b>7961.22</b>	<b>8170.55</b>	<b>8172.65</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2.10</b>	<b>2.10</b>	<b>2.10</b>	<b>211.43</b>
<b>Change</b>		<b>209.33</b>	<b>2.10</b>	<b>-8172.65</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>				

**Elementary Average Class Sizes 2022/2023 & Enrollment Comparisons**

Enrollment	Stowe	Lakewood	Laura Mac	Myers-Wilkins	Piedmont	Homecroft	Congdon	Lester Park	Lowell						Total										
2021/2022 (6/2022)	230	243	294	327	396	382	488	550	584						3,494										
2022/2023 (9/30/22)	225	254	299	336	403	402	453	575	602						3,549										
									ENG 222	Ojibwe 55	Spanish 325														
21/22 VS 22/23	-5	11	5	9	7	20	-35	25	18						55										
General Ed Classrooms	Grades	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Sections	Avg Class	Total	Grade		
	K	2	21	1	27	2	21.5	3	21	4	20.5	3	25	3	21.3	4	27.5	1	24			3	21.3	26	K
	K/1			1	26													1	24	1	18			3	K/1
	1	2	15	1	27	3	18.7	3	19	4	15.8	3	24.3	3	21	4	20.5	1	24			2	25	26	1
	1/2																		1	16	1	25	2	1/2	
	2	2	21.5	2	23.5	3	16.7	3	21.7	4	17	3	22.7	3	19.7	3	28.5	1	25			2	23.5	26	2
	2/3													1	23			1	28					2	2/3
	3	2	18	1	27	3	14.7	3	17.3	3	18.7	3	23.3	3	25.7	3	29	1	28			2	25.5	24	3
	3/4			1	27															1	21			2	3/4
	4	2	15	1	26	3	16.7	3	17	3	23.3	3	21.7	3	24	3	31	1	24			2	20.5	24	4
	4/5													1	24			1	23			1	24	3	4/5
5	2	22	2	23.5	3	18.7	3	16	3	21.3	2	25.5	3	25.7	4	29.5	1	22			1	22	24	5	
Total	12.0	18.8	10.0	25.9	17.0	17.8	18.0	18.7	21.0	19.4	17.0	23.8	20.0	23.1	21.0	27.7	9.0	24.7	3.0	18.3	14.0	23.4	162	22.0	
FTE	Class Size																								

**Enrollment 2017/2018 VS 2022/2023**

Enrollment	Stowe	Lakewood	Laura Mac	Myers-Wilkins	Piedmont	Homecroft	Congdon	Lester Park	Lowell	Totals
2017/2018	282	222	392	402	487	371	595	552	414	3,717
2022/2023	225	254	299	336	403	402	453	575	602	3,549
Difference	-57	32	-93	-66	-84	31	-142	23	188	-168

\*\*All enrollment numbers verified via Infinite Campus on 9/30/22. The final total of 3,549 K-5 students is off by 11 from October Enrollment report: Lowell Spanish 3 students, Piedmont 1, MW 4, LM 2, Homecroft 1.

22-23 ALC Seat Counts	
Course Offerings, Student Counts, Sections and Average Class	
Course Offerings	Total Students
<b>Art</b>	<b>55</b>
NTS Art Across Mediums	55
<b>Bus/Mktg Computers</b>	<b>6</b>
NTS Business & Pers Finance	6
<b>General Electives</b>	<b>47</b>
NTS Work Experience Seminar 1	47
<b>Health</b>	<b>33</b>
NTS Health	33
<b>Lang Arts</b>	<b>110</b>
NTS English 10	27
NTS English 11	42
NTS Grammar & Composition	34
NTS Values in Literature	8
<b>Mathematics</b>	<b>97</b>
NTS Algebra 2	35
NTS Geometry	36
NTS Intermediate Algebra	26
<b>Phy Ed</b>	<b>64</b>
NTS Foundations of Fitness	40
NTS Personal Fitness 1	24
<b>Science</b>	<b>96</b>
NTS Aerospace Physics	15
NTS Biology	36
NTS Chemistry	19
NTS Physics	26
<b>Social Studies</b>	<b>110</b>

NTS American Government & Poli	21
NTS Economics	22
NTS United States History	33
NTS World History	34

## Department Totals

22-23 ALC

Department	Total Students
Art	55
Bus/Mktg Computers	6
General Electives	47
Health	33
Lang Arts	111
Mathematics	97
Phy Ed	64
Science	96
Social Studies	110

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 11, 2022

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
  - A. **Human Resources**
    - 1) HR Monthly Department Summary Report 2
  - B. **Business Services**
    - 1) Finance Department Report - Verbal
    - 2) Enrollment Report 4
    - 3) Child Nutrition Department Report 6
    - 4) Facilities Department Report 7
    - 5) Technology Department Report 9
    - 6) Transportation Department Report 10
3. **Recommended Resolutions**
  - A. B-10-22-3919 - Acceptance of Donations to Duluth Public Schools 11
4. **Consent Agenda**
  - A. HR Staffing Report 13
  - B. Finances
    - 1) Financial Report 14
    - 2) Hourly-Substitute Pay Rates Minimum Wage Increase FY23 15
    - 3) Fundraisers 18
  - C. Bids, RFPs, and Quotes - None
  - D. Contracts, Change Orders and Leases
    - 1) City of Duluth School Resource Officer (SRO) FY23 19
    - 2) Change Order - Boardroom AV Install 31
5. **Miscellaneous Informational Items (no action required)**
  - A. District Properties Update 33
  - B. Expenditure Contracts 40
  - C. No Cost Contracts 173
  - D. Revenue Contracts - None
  - E. Grant Applications 191

**Human Resources Report Summary  
October 2022 Activities**

**1) Staffing Updates:**

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

	<b>Certified</b>	<b>Non-Certified</b>
<b># New Hires</b>	12	24
<b># Retirements</b>	1	3
<b># Resignations</b>	2	4
<b># Leave of Absences</b>	1	0

**1) HR Department Updates:**

The HR Manager, HR Director and Director of Finance/Business Services have been meeting with each principal to review staffing and budgeting lists for their buildings. We will also be meeting with department heads to go through the same process. This allows the systems to be accurate prior to starting conversations about next years' staffing and budgeting needs, which will begin in January. With the addition of payroll to the Human Resources office, staff continue to work through process improvements and system utilization.

The HR Director met with CareerForce Director, Elena Foshay, to discuss creating a partnership to assist with staffing and will continue to educate local agencies about the District's open positions. The Human Resources team is looking for recruitment opportunities in the community and will be attending the Harvest Job Fair in Cloquet on October 19. Human Resources will also be part of a meeting with the College of St.Scholastica regarding their Grow Your Own program on October 24.

Teachers On Call continues to recruit for paraprofessionals as that has been our lowest fill rate area. Overall, the transition has gone well.

## 2) Benefits Updates:

Rollout for both the 529 College Savings Program and the Minnesota Deferred Compensation Plan (Roth) happened on October 1st. There was an informational webinar regarding the 529 on October 5, and another is scheduled later this month. A Retirement Information Session is scheduled for teachers on October 26 with 22 participants signed up. This will be the first of many sessions.

There will be a Calm Challenge in October that will focus on use of the App. Winner will receive a Self Care Gift Basket.

The Benefits Team has enrolled 106 employees in benefits since 8/29/22, and are busily preparing for Open Enrollment.

## 3) Hiring Updates:

Current Openings as of October 6, 2022:

### Licensed:

Teachers, Adult Basic Education (1): ongoing  
Teachers, District Wide (2): .3 Music, Bi-cultural Preschool  
Teachers, Elementary (2): .1 Art, Ojibwe Immersion Coordinator  
Teachers, High School (2): Science/Chemistry, Social Studies  
Teachers, Special Education (6)

### Non-Licensed:

Activities/Athletics (1)

Child Nutrition (20)

- Elementary/Residential Satellite Manager (1)
- Nutrition Service Assistant (19)

Maintenance/Transportation (2)

- School Custodian I/II/III
- Bus Driver II

Playground/Cafeteria Monitor (9): ongoing

Paraprofessionals (17)

- American Indian Home School Liaison (1)
- Licensed Sign Language Interpreter (2)
- Sign Language Facilitator (1)
- Special Education Building Wide Paraprofessional (1)
- Special Education Program Paraprofessional (4)
- Special Education Student Specific Setting III Paraprofessional (5)
- Supervisory Paraprofessional (3)

## 4) Contract Negotiations:

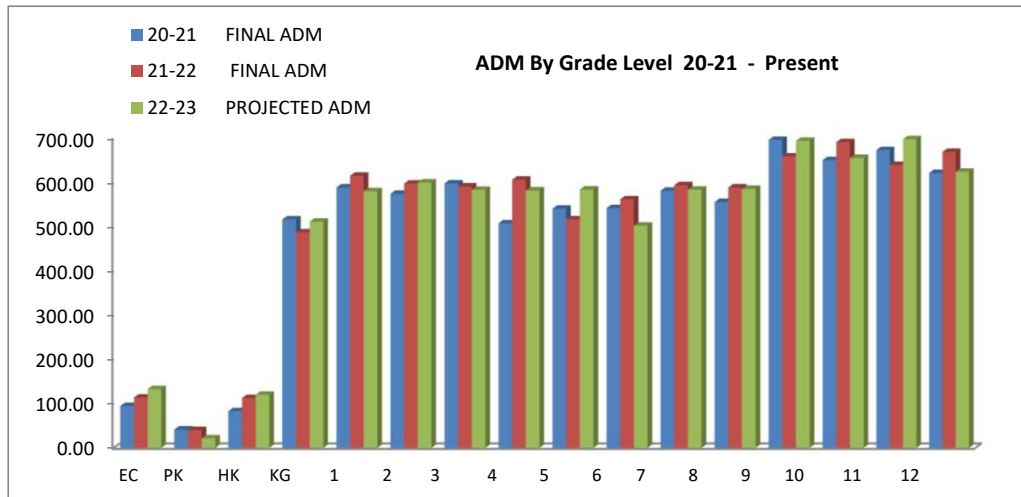
The National Conference of Fireman and Oilers bargaining unit voted September 24 on the District's proposed agreement. The proposal did not pass. The Human Resources Director has been in discussion with the union leadership regarding next steps.

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	322	294	245	133.67	102.00	2.41	0.45
PK	32	31	29	21.86	42.65	1.46	0.71
HK	121	113	109	120.97	90.00	0.96	1.12
KG	560	542	526	511.61	522.00	1.10	0.94
1	658	620	589	580.02	605.00	1.12	0.94
2	698	643	609	599.72	602.00	1.15	0.94
3	667	624	592	582.97	586.00	1.13	0.94
4	683	638	600	581.88	585.00	1.17	0.92
5	660	630	602	583.82	604.00	1.12	0.93
6	616	555	518.3	502.65	509.00	1.22	0.91
7	697	622	599	583.55	559.00	1.19	0.94
8	706	631	600.85	585.36	585.00	1.20	0.93
9	957	767	734.6	693.52	648.00	1.37	0.91
10	1111	746	693.6	654.81	650.00	1.68	0.89
11	1224	812	738.35	697.06	680.00	1.74	0.87
12	1311	874	660.95	623.98	625.00	2.08	0.72
PS	0	0					
<b>Total:</b>	<b>11023</b>	<b>9142</b>	<b>8446.65</b>	<b>8057.46</b>	<b>7994.65</b>	<b>1.36</b>	<b>0.89</b>

+proj-budg> 62.81

GRADE	20-21 FINAL ADM	21-22 FINAL ADM	22-23 PROJECTED ADM	Add'l Adjustments
EC	95.45	114.57	133.67	
PK	41.58	40.57	21.86	
HK	83.52	113.53	120.97	
KG	516.69	487.64	511.61	
1	588.40	614.80	580.02	
2	574.16	597.01	599.72	
3	597.62	590.84	582.97	
4	507.84	605.84	581.88	
5	540.73	516.78	583.82	
6	542.05	561.90	502.65	
7	581.07	593.59	583.55	
8	555.74	588.43	585.36	
9	695.44	658.15	693.52	
10	650.09	690.45	654.81	
11	672.61	638.94	697.06	
12	621.11	668.46	623.98	
<b>Total:</b>	<b>7864.10</b>	<b>8081.50</b>	<b>8057.46</b>	

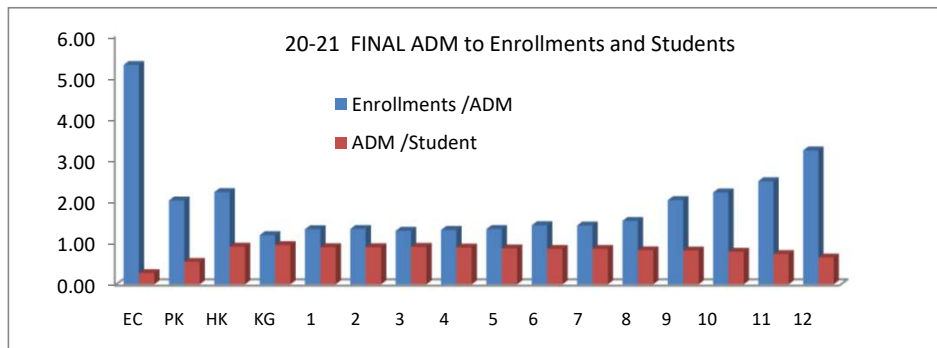
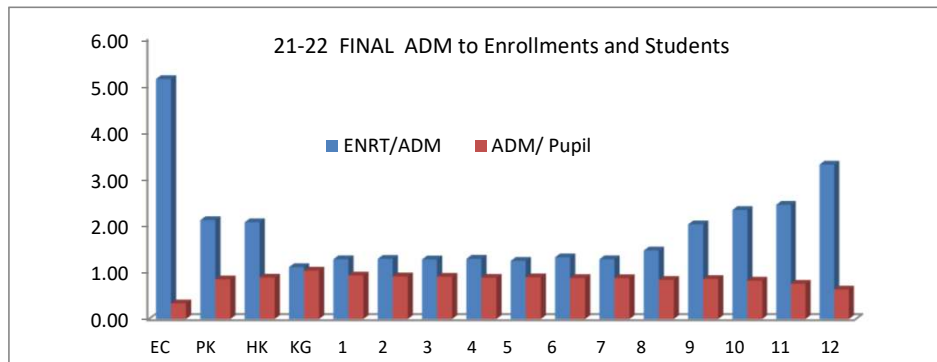
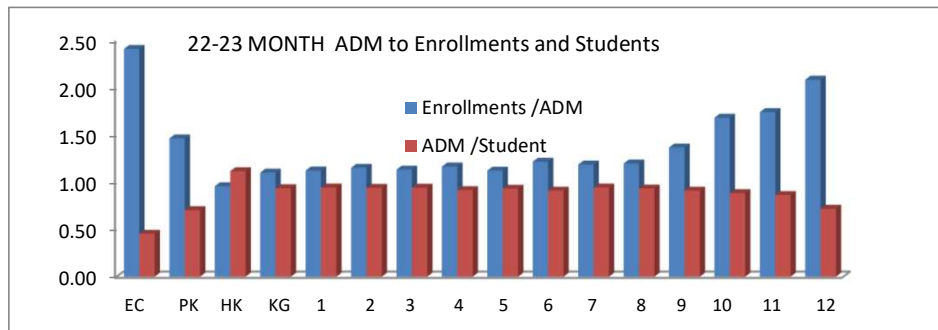


**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
October 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	322	294	245	133.67	102.00	2.41	0.45
PK	32	31	29	21.86	42.65	1.46	0.71
HK	121	113	109	120.97	90.00	0.96	1.12
KG	560	542	526	511.61	522.00	1.10	0.94
1	658	620	589	580.02	605.00	1.12	0.94
2	698	643	609	599.72	602.00	1.15	0.94
3	667	624	592	582.97	586.00	1.13	0.94
4	683	638	600	581.88	585.00	1.17	0.92
5	660	630	602	583.82	604.00	1.12	0.93
6	616	555	518.3	502.65	509.00	1.22	0.91
7	697	622	599	583.55	559.00	1.19	0.94
8	706	631	600.85	585.36	585.00	1.20	0.93
9	957	767	734.6	693.52	648.00	1.37	0.91
10	1111	746	693.6	654.81	650.00	1.68	0.89
11	1224	812	738.35	697.06	680.00	1.74	0.87
12	1311	874	660.95	623.98	625.00	2.08	0.72
PS	0	0					
<b>Total:</b>	<b>11023</b>	<b>9142</b>	<b>8446.65</b>	<b>8057.46</b>	<b>7994.65</b>	<b>1.36</b>	<b>0.89</b>

+proj-budg>

62.81



# Child Nutrition Report

## September 2022

Week of:	Breakfast 9/6/2022	Lunch 9/6/2022	Breakfast 9/12/2022	Lunch 9/12/2022	Breakfast 9/19/2022	Lunch 9/19/2022	Breakfast 9/26/2022	Lunch 9/26/2022			Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	83	981	211	1288	177	1299	196	1358			667	4926	35	259
<b>Denfeld</b>	558	1966	863	2341	875	2426	942	2546			3238	9279	170	488
<b>Harbor City</b>											0	1158	0	61
<b>East High</b>	427	1648	841	2243	908	2348	1063	2367			3239	8606	170	453
<b>Homecroft</b>	439	909	620	1257	692	1221	751	1288			2502	4675	132	246
<b>Lakewood</b>	128	345	279	569	295	565	315	608			1017	2087	54	110
<b>Lester Park</b>	476	1156	784	1581	820	1509	901	1666			2981	5912	157	311
<b>Lincoln park</b>	360	1430	542	1739	584	1654	661	1667			2147	6490	113	342
<b>Lowell</b>	812	1236	1432	1995	1465	2002	1591	2022			5300	7255	279	382
<b>Laura Macart</b>	666	763	972	1081	975	1096	1016	1113			3629	4053	191	213
<b>Myers-Wilkin</b>	668	640	961	1226	1057	1297	1109	1360			3795	4523	200	238
<b>Ordean/East</b>	167	1953	379	2685	498	2786	575	2942			1619	10366	85	546
<b>Piedmont</b>	1104	1095	1446	1646	1428	1607	1472	1647			5450	5995	287	316
<b>Rockridge</b>	52	62	66	83	80	75	74	84			272	304	14	16
<b>Stowe</b>	578	476	782	730	809	776	793	700			2962	2682	156	141
<b>ALC</b>	45	75	50	106	52	94	44	132			191	407	13	27
	ALC 3		ALC 4		ALC4		ALC4							
	4 days	4 days	5 days	5 days	5 days	5 days	5 days	5 days						
	6563	14735	10228	20570	10715	20755	11503	21500	0	0	39009	78718	2056	4149
<b>Denfeld Supp</b>	Mon-thurs											0	TOTAL	
Daily average														

### Applications for Educational Benefits (Free and Reduced Lunch forms) update:

**2900 Students qualified for Free meals**

**573 Students qualified for Reduced meals**

**4749 Students have not filled out an application this year.**

Child Nutrition did a second mailing to those that have not renewed their applications for this year.

### Child Nutrition Employee Update:

September was a challenging month to get all programs running.

We remain 21 employees short, and have experienced really short days with illness, leaves, and other normal work year absences.

We will be unable to start a Supper meals program at this time, until we can find a person to serve meals. The posting for that position is currently up.

### Fresh Fruit and Vegetable Grant

Myers Wilkins was awarded a Fresh Fruit and Vegetable grant of \$24,675.00. This allows us to serve the students a fresh snack a couple times a week. It will also enable us to incorporate fresh garden produce into the mix.

# Facilities Management & Capital Project Status Report September 2022

## Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 365 work orders and are currently working on 320 open work orders.

## Capital Construction

- Denfeld tower work is progressing well with all pointing done, and just the roof (spire) and finial need to be installed..
- The Congdon Park window replacement project is almost done and looking good!
- New Denfeld SPED bathroom construction should be done by late October.
- LTFM projects for next summer are being discussed.

- Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is in negotiations..

- Construction Tasks “On The Hill”

- Final tasks are ongoing in the existing Facilities building and furniture is being installed.
- Great progress is ongoing at the DSC and Transportation Building. The first lift of bituminous will most likely be placed soon.
- Abatement is occurring at CHS and should be ready for demo in 3.5 weeks..
- DSC furniture is finalized.

## Building Operations

- Operations staff have been performing an excellent job with minimal staff, many are working OT, but doing their best to keep buildings looking good.
- There are 22 vacancies in the Facilities Operations that we are working hard as well as need to fill.

## Health, Safety & Environmental Management

- SDS database reorganization is underway
- 3 year AHERA inspections completed
- Second safety committee meeting of the year held
- EHS & DHS OSHA citations resolved with ERTK training for all applicable staff

## Workers’ Compensation Activities

### September 2022

- First report of incidents:----- 16
- OSHA recordable incidents:----- 0
- Days away from work:----- 0
- Days of restricted work:----- 0

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







- First report of incidents:----- 116
- OSHA recordable incidents:----- 20
- Days away from work:----- 123
- Days of restricted work:----- 338

# Technology Department - September Report (9/1 - 9/27)







- **Cybersecurity**

- Google Security

- Gmail

- 1.1M Emails Messages Accepted/Delivered 
      - 100K were rejected 
      - 1.2M were identified as Spam 
      - 5.9K were identified as Phishing 
      - 23 were identified having a suspicious attachments 
      - 8.2K were identified as Spoofing 
      - 0 emails were identified as Malware

- Account Information

- 10,480 Active Accounts 
      - 22.72TB of storage 
      - 567.9K Files shared externally 
      - 505 Suspicious login attempts 
      - 4.1K Failed user login attempts 
      - Data Loss Prevention (DLP) policy
        - 37 High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- None at this time
  - Near future
    - Data Center Colocation services. Currently Involta
    - E-Rate Network Switches, district wide

- **Technology Help Desk Tickets (9/1 - 9/27)**

- 1,303 New Technology Support Tickets Created  (182%)
  - 658 Tickets were resolved  (199%)
  - 634 Tickets remain unresolved  (13%)

- **Projects**

- Cybersecurity - Continue working on security vulnerabilities that have been identified by Arctic Wolf.
  - Continue to work with Benson Electric to install/move wireless access points following our Blended Learning Wireless Assessment report
  - New Cisco Network Infrastructure equipment has been ordered for DSC, Transportation and Facilities. Some items have been received already
  - New AV equipment has been ordered for the DSC School Board Meeting Space. Some items have been received already
  - New Panasonic Video Security equipment has been ordered for the two Middle Schools. I believe we have received 90% of the equipment.

## **Transportation Report September 2022 Activities**

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

We continue to await the arrival of our two new buses which are expected to be delivered in March.

We are transitioning to using Transversa for routing. Implementation is expected in November – December. Transportation currently uses Versatrans for routing. Our department continues to navigate daily changes in routing per school requests.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

The department is working to fine tune routes as we have now conducted our first load counts of the year.

We have started reviewing stop change requests and are working through those.

- 78 trips in September, 2022
- 79 scheduled so far for October, 2022

Transportation has hired three new drivers (training will take roughly one month). We are losing two drivers in the same period of time.

Covid continues to be a concern for our staff due to quarantine time.

### Bus Maintenance

- Maintenance on (non-transportation) vehicles x6.
- A&B scheduled maintenance inspection (checklist of items checked on each bus)
- Jump starts x approx. 0.
- Manual regenerations (multiple) (Emissions system) weekly shop item
- Electrical maintenance to correct wiring issues (ongoing)
- Bus services (Tires, body work, replacement windows) (Multiple)
- Gen maintenance

ELDT is still and will likely continue to be troublesome for some time. ELDT stands for Entry Level Drivers Training. It is a new requirement by the FMCSA (Federal Motor Carriers Safety Administration) that started on February 2nd of this year. Basically, the new requirement makes us train drivers to a different standard than we have for many years and adds in training that is not specific to bus drivers, or training that has not been required in the past.

The average fleet age is 7.4 years. Current average mileage is 73,500 (goal is 50,000 – 60,000).

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Stowe ES	Bethany Crisis Shelter	In-kind		School supplies - donation was dropped off at Stowe in person, there is no Duluth address listed on their site, only their headquarters.
Myers-Wilkins ES	Chris Adatte - A.G. O'Brien	\$1,800.00	5th grade wing at Myers-Wilkins	A.G. O'Brien is donating a retro-fit bottle filler as well as the labor to install for Myers-Wilkins.
Homecroft ES	Parents/Grandparents	\$19,000.00		Raised during the Fun Run through Booster
Lester Park ES	Lutheran Church of the Good Shepherd	In-kind	For students who don't bring a snack	The Church has offered to refill it as well
East HS	St Germain's Cabinet Inc.	\$750.00	To be used for manufacturing projects	Wood drops from St Germain's Cabinet Inc.
UHG Admin Office	Lindsey Kern of Kern and Kompany Marketing and Special Events	\$500.00	Unity in Our Community	
UHG Admin Office	Duluth Area Chamber of Commerce	\$250.00	Unity in Our Community	
UHG Admin Office	Miners Inc	\$100.00	Unity in Our Community	
UHG Admin Office	Essentia Health	\$500.00	Unity in Our Community	
UHG Admin Office	JC Penny Salon	In-kind	Unity in Our Community	
UHG Admin Office	Community Action Duluth	In-kind	Unity in Our Community	Gave free produce

UHG Admin Office	Whole Foods Co-op	In-kind	Unity in Our Community	Gave free fruits
UHG Admin Office	Texas Roadhouse	In-kind	Unity in Our Community	Gave items away including food
UHG Admin Office	St Luke's Hospital	In-kind	Unity in Our Community	Give away items to everyone that stopped by
UHG Admin Office	AICHO	In-kind	Unity in Our Community	Youth swag and free COVID tests
UHG Admin Office	Grandmas Marathon	In-kind	Unity in Our Community	Free kids races
UHG Admin Office	Great Lake Aquarium	In-kind	Unity in Our Community	Kids craft activities
UHG Admin Office	St Louis County Public Health	In-kind	Unity in Our Community	Gave free vaccines and booster shots
UHG Admin Office	Duluth Police Department	In-kind	Unity in Our Community	Free water and ice cream
UHG Admin Office	Black Woods	In-kind	Unity in Our Community	Donated 2,500 hot dogs
UHG Admin Office	Bernick's Pepsi	In-kind	Unity in Our Community	Donated 50 cases of drinks
UHG Admin Office	Family Freedom Center	In-kind	Unity in Our Community	Free backpacks, supplies, haircuts & braids, etc.

**HUMAN RESOURCES ACTION ITEMS FOR: OCTOBER 18, 2022****CERT APPOINTMENT**

BERGERSON, KRISTIN A  
 BROWN, ELLA C  
 CONLEY, SOPHIA N  
 FRANCISCO, TIFFANY J  
 MANN, FELISHA R  
 MARSHALL, MYCHALA L  
 MOOERS, BRIAN D  
 RODRIGUES, GABRIELLE D  
 ROESER, MADILYN G  
 ROSE, JENNY A  
 SCHULLER, SUZANNE E  
 SULIIN, AHNA M

**POSITION**

0.4 PHY ED/LOWELL, (MA+45), IV 9  
 GRADE 1/CONGDON, (MA) IV, 4  
 SPEC ED RESOURCE/LAURA MACARTHUR, (MA) IV, 4  
 GRADE 4/HOMECROFT, (BA)III, 8  
 GRADE 2 LTS/PIEDMONT, (BA), III 2, M HUBER  
 INTERVENTIONIST/MYERS-WILKINS, HOMECROFT, (BA+15) III, 1  
 PHY ED/LESTER PARK/PIEDMONT, (BA+15) III, 4  
 1.0 CHOIR/ORDEAN EAST, (MA), IV 9  
 GRADE 1/LAKEWOOD, (BA) III, 2  
 1.0 TOSA MATH INTERVENTIONIST/LAURA MACARTHUR, (MA) IV, 9  
 MULTI CATEGORICAL III/ORDEAN-EAST, (MA) IV, 9  
 ENGLISH TEACHER/EAST, (BA)III, 2

**EFFECTIVE DATES**

08/29/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 08/22/2022  
 08/29/2022  
 08/31/2022  
 08/29/2022  
 08/29/2022

**CERT LEAVE**

SODERLUND, GABRIELLE M

**POSITION**

ELEM ART SPECIALIST/LAURA MACARTHUR, MYERS WILKINS

**EFFECTIVE DATES**

08/29/2022

**CERT RESIGNATION**

GODFREY, BEVERLY J  
 MAYOU, ELIZABETH J

**POSITION**

ABE TEACHER/DAE  
 READING INTERVENTIONIST/LAKEWOOD

**EFFECTIVE DATES**

09/07/2022  
 09/09/2022

**CERT RETIREMENT**

RICE, STEPHEN G

**POSITION**

SOCIAL STUDIES/EAST

**EFFECTIVE DATES**

09/26/2022

**NON CERT APPOINTMENT**

ANTONICH, SHELBY J  
 CUSEY, DARREL W  
 DEGLER, HEATHER A  
 EKLUND, SETH P  
 FIEDLER, KARA A  
 FOX, MIRANDA T  
 HANSON, ANGELA M  
 HILLMAN, MICHAEL E  
 HOFFMAN, JANE D  
 HURST, WILLIAM C  
 JOHNSON, AMANDA M  
 KALWITE, MICHELLE R.U.  
 LAQUALIA, LAURIE A  
 MARCUS, GEORGE D  
 NEFF, THERESA M  
 NEUMEYER, MELISSA K  
 PETERSON, BETH A  
 ROY, AMBER M  
 SCHOMBERG, JESSE D  
 SHORTER, JENNIFER M  
 STALKER, JESSICA R  
 THOMPSON, ARLENE M  
 UDD, TAMMY D  
 VANDEWEGE, CALEB J

**POSITION**

FOOD SERVICE HLPR/STOWE, \$13.22/HR  
 PARA ASL INTERPRETER/ EAST, \$24.88/HR  
 SPEC ED PARA/CHESTER CREEK, \$18.74/HR  
 SOCCER COACH/EAST  
 SPEC ED PARA/DW, \$18.74/HR  
 HRIS SPECIALIST/ADMINISTRATION, 40/52WKS, \$1,275.00/WK, NEW POS  
 ECFE PARA/DW, \$17.40/HR  
 SPEC ED PARA/EAST, \$18.61/HR  
 FOOD SERVICE HLPR/ORDEAN-EAST, \$13.22/HR  
 CERT LIFE GUARD/LINCOLN PARK, \$18.41/HR  
 LPN PARA/LAURA MACARTHUR, \$24.35/HR  
 FOOD SERVICE HLPR/EAST, \$13.22/HR  
 CAREER CENTER COORD/EAST, \$12.50/HR  
 BUS DRIVER II/TRANSPORTATION, \$19.54/HR  
 LUNCH MONITOR/HOMECROFT, \$10.33/HR  
 FOOD SRVC/DENFELD, \$13.22/HR  
 FOOD SRVC/CONGDON, \$14.22/HR  
 LUNCH MONITOR/HOMECROFT, \$10.33/HR  
 SPEC ED PARA/EAST, \$19.77/HR  
 SPEC ED PARA/BW, \$19.31/HR  
 BUS DRIVER/DW, \$19.54/HR  
 LUNCH MONITOR/LAURA MACARTHUR, \$10.33/HR  
 OFF SUPP INTER/DENFELD, \$18.16/HR  
 HELP DESK TECH/ADMIN, 40/52WKS, \$747.00/WK

**EFFECTIVE DATES**

08/30/2022  
 08/29/2022  
 09/19/2022  
 07/01/2022  
 08/29/2022  
 09/12/2022  
 08/29/2022  
 08/31/2022  
 09/12/2022  
 09/06/2022  
 08/29/2022  
 08/30/2022  
 09/06/2022  
 09/26/2022  
 09/12/2022  
 09/19/2022  
 09/19/2022  
 09/06/2022  
 09/12/2022  
 08/29/2022  
 08/29/2022  
 09/12/2022  
 08/29/2022  
 08/29/2022  
 08/29/2022  
 07/18/2022

**NON CERT RESIGNATION**

HARRIS-MCCLELLAN, PATSY A  
 OLSON, CASEY C  
 REICHARTZ, GARRY L  
 ROTHER, DESIREE J

**POSITION**

NUTRITION SERVICES ASSISTANT/DENFELD  
 SPEC ED PARAPROFESSIONAL/MYERS WILKINS/LOWELL  
 BUS DRIVER II/TRANSPORTATION  
 SPEC ED PARAPROFESSIONAL/ EAST

**EFFECTIVE DATES**

08/06/2022  
 09/28/2022  
 09/30/2022  
 08/25/2022

**NON CERT RETIREMENT**

LAWREY, ELYSE Y  
 MCLEOD, CINDY M  
 NELSON, STEVEN T

**POSITION**

OFFICE SUPP SPEICLAIST SR/FINANCE  
 OFFICE SUPPORT SPEC SENIOR/UHG  
 CUSTODIAN II/ORDEAN EAST/HOMECROFT

**EFFECTIVE DATES**

09/02/2022  
 10/08/2022  
 09/13/2022



**HR/Bs Services Committee Monthly Fund Balance Report  
Oct 11 2022 Board Meeting**

Oct 3 2022

10/11/2022

REVENUES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22 -23	JULY 22 -23	July - SEPT	July -SEPT	July -SEPT	July -SEPT	July- Sept	July- Sept
General	1	\$ 107,743,537.86	\$ 107,813,250.73	\$ 107,813,250.73	\$ 24,049,901.65	\$ 24,049,901.65	\$ -	\$ -	\$ 83,763,349.08	\$ 83,763,349.08
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,985,000.00	\$ 142,686.27	\$ 142,686.27	\$ -	\$ -	\$ 3,842,313.73	\$ 3,842,313.73
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 5,900,000.00	\$ 907,868.84	\$ 907,868.84	\$ -	\$ -	\$ 4,992,131.16	\$ 4,992,131.16
Community Ed	4	\$ 8,114,000.00	\$ 8,114,000.00	\$ 8,114,000.00	\$ 1,463,709.14	\$ 1,463,709.14	\$ -	\$ -	\$ 6,650,290.86	\$ 6,650,290.86
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 5,462,130.31	\$ 280,797.32	\$ 280,797.32	\$ -	\$ -	\$ 5,181,332.99	\$ 5,181,332.99
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 22,979,390.64	\$ 1,199,854.52	\$ 1,199,854.52	\$ -	\$ -	\$ 21,779,536.12	\$ 21,779,536.12
Trust Fund	8	\$ 258,575.00	\$ 258,575.00	\$ 258,575.00	\$ -	\$ -	\$ -	\$ -	\$ 258,575.00	\$ 258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 917,000.00	\$ 181,956.18	\$ 181,956.18	\$ -	\$ -	\$ 735,043.82	\$ 735,043.82
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 236,006.00	\$ 13,623.00	\$ 13,623.00	\$ -	\$ -	\$ 222,383.00	\$ 222,383.00
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 155,595,639.81</b>	<b>\$ 155,665,352.68</b>	<b>\$ 155,665,352.68</b>	<b>\$ 28,240,396.92</b>	<b>\$ 28,240,396.92</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 127,424,955.76</b>	<b>\$ 127,424,955.76</b>

EXPENSES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July -Sept	July -Sept	July-Sept	July-Sept
General	1	\$ 104,358,876.11	\$ 104,428,588.98	\$ 104,428,588.98	\$ 16,558,531.85	\$ 16,558,531.85	\$ 4,197,214.15	\$ 4,197,214.15	\$ 83,672,842.98	\$ 83,672,842.98
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 4,427,346.56	\$ 368,145.44	\$ 368,145.44	\$ 1,645,561.52	\$ 1,645,561.52	\$ 2,413,639.60	\$ 2,413,639.60
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,176,300.00	\$ 463,881.25	\$ 463,881.25	\$ 444,923.55	\$ 444,923.55	\$ 5,267,495.20	\$ 5,267,495.20
Community Ed	4	\$ 8,658,980.50	\$ 8,658,980.50	\$ 8,658,980.50	\$ 1,135,642.04	\$ 1,135,642.04	\$ 47,930.96	\$ 47,930.96	\$ 7,475,407.50	\$ 7,475,407.50
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 8,394,018.57	\$ 1,590,565.35	\$ 1,590,565.35	\$ 1,210,448.48	\$ 1,210,448.48	\$ 5,593,004.74	\$ 5,593,004.74
Building Construction	6	\$ -	\$ -	\$ -	\$ 3,897,783.30	\$ 3,897,783.30	\$ 851,419.72	\$ 851,419.72	\$ (4,749,203.02)	\$ (4,749,203.02)
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 24,691,484.56	\$ 2,568,157.81	\$ 2,568,157.81	\$ -	\$ -	\$ 22,123,326.75	\$ 22,123,326.75
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 924,000.00	\$ 234,036.44	\$ 234,036.44	\$ -	\$ -	\$ 689,963.56	\$ 689,963.56
Student Acitivity	79	\$ 414,040.00	\$ 414,040.00	\$ 414,040.00	\$ 9,634.70	\$ 9,634.70	\$ 3,555.27	\$ 3,555.27	\$ 400,850.03	\$ 400,850.03
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 158,295,046.30</b>	<b>\$ 163,113,962.19</b>	<b>\$ 163,113,962.19</b>	<b>\$ 26,826,378.18</b>	<b>\$ 26,826,378.18</b>	<b>\$ -</b>	<b>\$ 8,401,053.65</b>	<b>\$ 123,137,327.34</b>	<b>\$ 123,137,327.34</b>

## HOURLY/SUBSTITUTE PAY RATE SHEET

**PROPOSED EFF. 9/1/2022**

<u>COMMUNITY EDUCATION</u>			<u>NEW RATE</u>	<u>COMMENTS</u>
American Indian Facilitator	Hourly	\$13.50		
Lifeguard	Hourly	\$13.65		
Locker Room Attendant	Hourly	\$13.50		
Pool Director	Hourly	\$13.50		
Puppeteer	Hourly	\$13.65		
School-Aged/Pre-K Worker	Hourly	\$13.50		
Site Supervisor Substitute	Hourly	\$13.50		
Special Needs Helper	Hourly	\$13.50		
Swim Instructor	Hourly	\$14.50		
Temporary Building Coordinator	Substitute	\$15.50		
<i>Youth Development Programs</i>				
Youth Service Facilitator	Hourly	\$15.50		
Cross Age Student Helper   Playground Leader   Gym Supervisor Activity Leader   Summer Youth Placement Coordinator	Hourly	\$13.50		
<u>FOOD SERVICE</u>				
Cook and Head Cook Substitute	Substitute	\$13.50		
Food Service Substitute/Non-Unit Helper	Hourly & Substitute	\$13.00		
Production Manager Substitute	Substitute	\$13.50		
Satellite Manager Substitute	Substitute	\$13.50		
Satellite Mgr Trainer	Hourly	\$15.63		
Retired Food Service employees are paid \$1.00/hr in addition to above rates.	Substitute			
<u>MAINTENANCE AND CONSTRUCTION</u>				
Lead Person for Laborers	Substitute	\$13.00		
Retired Trades People	Substitute	Step B of Maintenance CBA		
Snow Shovelers, Temporary	Hourly	\$13.00		
Summer AV Repair	Hourly	\$13.00		
Summer Hourly Substitute	Substitute	\$13.00		
Welder and Other Skilled Trades		Step B of Maintenance CBA		
<u>BUILDING OPERATIONS</u>				
Hourly Regular Substitute	Substitute	\$13.00		
Substitute for Licensed People	Substitute	\$13.00		
Summer Hourly and Summer Hourly Lawn Crew	Hourly	\$13.00		
Retired Custodian	Substitute	Step B Maintenance CBA		
Retired Custodian II	Substitute	Step B Maintenance CBA		
Retired Fireperson I	Substitute	\$14.50		
Retired Fireperson II	Substitute	Step B Maintenance CBA		

Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Substitute	Step B Maintenance CBA	
<b><u>TRANSPORTATION</u></b>			
<b>Bus Driver</b>	<b>Substitute</b>		<b>Step B Maintenance CBA</b>
Bus Helper	Substitute	\$13.50	
Field Trip	Substitute	\$13.65	
<b><u>PRINT SHOP</u></b>			
Skilled Tradesperson	Substitute	Step A of Maintenance CBA	
Summer Hourly	Hourly	\$13.50	
<b><u>PURCHASING (STOREROOM)</u></b>			
Hourly Regular Substitute	Substitute	\$13.50	
Hourly Student	Hourly	\$13.50	
Stock Clerk (Retired Employee)	Substitute	Step A of Maintenance CBA	
<b><u>CLERICAL</u></b>			
Hourly Clerical	Hourly	\$13.50	
Regular Substitute	Substitute	\$13.50	
Retired/Layoff Employees	Substitute	OSS Step 1 of Clerical CBA	
<b>HOURLY/SUBSTITUTE PAY RATE SHEET</b>			
EFF. 1/1/2022			
<b><u>PARAPROFESSIONALS</u></b>			<b>COMMENTS</b>
Career Center Assistant	Hourly	\$15.00	
Career Center Coordinator	Hourly	\$15.00	
Child Care Assistant	Substitute	\$15.00	
Community Assistant	Substitute	\$15.00	
Community Liaison	Substitute	\$15.00	
Cultural Assistant (no language skills)	Substitute	\$15.00	
Cultural Assistant (with language skills)	Substitute	\$15.00	
Experience Center Manager	Substitute	\$15.00	
Health Assistant	Substitute	\$15.00	
Hearing Impaired Assistant (Signer) (Transliterators Non-Licensed)	Substitute	\$15.00	
Indian Oriented Assistant	Substitute	\$15.00	
Instructional Assistant (Tutor)	Hourly & Substitute	\$15.00	
Licensed Interpreter for the Deaf	Substitute	\$20.00	
Media Assistant	Substitute	\$15.00	
Mental Health Practitioner Sub	Substitute	\$15.00	
Occupational Therapy Assistant	Substitute	\$15.00	
Physical Therapist Assistant	Substitute	\$15.00	
Special Education Assistant	Hourly & Substitute	\$15.00	

Special Education Assistant (LPN License Required)	Substitute	\$16.50		
Special Education Assistant (RN License Required)	Substitute	\$22.50		
Supervisory Assistant	Substitute	\$15.00		
Technical Tutor		\$15.00		
Graphic Artist   Cultural Assistant (with language skills)   RDT   Asian Oriented   Evaluation/Testing	Substitute	\$15.00		
<b><u>MISCELLANEOUS</u></b>				
Accounting Intern	Hourly	\$13.50		
Assistant Examiner	Hourly	\$13.50		
Cafeteria/Playground Monitor	Hourly	\$13.50		
Crossing Guard	Hourly	\$13.50		
Deli Assistant	Hourly	\$13.50		
Deli Operator	Hourly	\$14.00		
Desegregation Assistant	Hourly	\$13.50		
GED Examiner	Hourly	\$20.00		
Headstart Nutritionist	Hourly	\$25.00		
Help Desk Technician	Hourly	\$16.00		
HRA Headstart Resource Aide	Hourly	\$13.50		
Indian Adult Basic Education Assistant	Hourly	\$13.50		
Parental Involvement Coordinator	Hourly	\$13.50		
Systems Maintenance Technician	Hourly	\$21.54		
Technology Intern (2 yrs college or above)	Hourly	\$15.00		
Technology Student Intern (after 17 months)	Hourly	\$13.50		
Technology Student Intern(ISD#709 Student)	Hourly	\$13.50		
Work Study	Hourly	\$13.50		
<b><u>SUBSTITUTE TEACHERS</u></b>				
All Certified Substitutes	Substitute	\$150.00		
Certified Retired Substitutes Only	Substitute	\$155.00		
Teacher Hourly Rate of Pay	Substitute	\$22.08		

**Fundraisers Reported  
September 2022**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lakewood ES	5 <sup>th</sup> grade	\$1,500.00	Candy bar sales
Lakewood ES	5 <sup>th</sup> grade	\$2,375.00	Wolf Ridge calendar sales
Lester Park ES	Schoolwide	\$1,500.00	21-22 Yearbook

## SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the “School District”, and the CITY OF DULUTH, hereinafter referred to as “City”.

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### ARTICLE I

#### SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1. For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.2. The duties of the school resource officer include the following:

- a. SROs will not have responsibility for enforcement of school discipline.
- b. Actively promote the goals and mission statement of the Duluth Police Department as well as ISD 709 provided they don’t conflict.

c. Promote and participate in the Department's community policing efforts.

d. Conduct preliminary and follow-up investigations, to include interviews, collection of evidence, prepare and serve warrants, and submit cases to the St. Louis County Attorney's Office for juvenile prosecution.

e. Work in cooperation with agencies that serve juvenile justice needs, to include government and supportive service agencies.

f. Work with entities outside the school to resolve issues involving juvenile behavior.

g. Serve as a resource to staff, administration, parents and students regarding juvenile justice issues. Be a resource for students who may need help for any reason. This may include speaking or presenting to a class or other venues on topics relating to school safety and student welfare.

h. Participate in student and family orientation programs, School conferences, and other events mutually beneficial to fostering relationships in the school environment.

i. Meet or participate in student-focused teams in school.

j. Respond to requests to present in classrooms.

k. Participate as a school staff member in school meetings and trainings.

l. Make referrals to the appropriate community service agencies or school personnel when the SRO is made aware of information or observes conditions that jeopardize the welfare of students.

m. When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family, consulting with probation, social services, Juvenile Detention Alternatives Initiatives (JDAI) community coaches, or other appropriate organizations. Other courses of action to punitive measures may also include school, or community-based restorative programs.

n. Establish a close association with youth who have committed delinquent acts to reduce recidivism.

- o. Monitor runaway reports, and take action when appropriate. Make referrals to the appropriate human service agencies.
- p. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.
- q. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.
- r. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.
- s. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The SRO shall not have disciplinary authority within the school.

## **ARTICLE II**

### **FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

2. The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2022-2023 school year and will continue through the end of the 2022-2023 school year, terminating on Thursday, June 8, 2023. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties.

2.1 During the term of this Agreement, school resource officers shall be made available to the School District on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year. In the event of an individual absence, backup SRO officers from other

buildings will be utilized as mutually agreed upon by DPD and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.2 School District agrees to pay to City for a total of four (4) school resource officers in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

\*Year 2022-2023 rate per officer is \$74,097.50 and \$296,390.00 total reimbursement.

a. Fifty (50) percent of the total amount is due and owing on September 1, 2022; and

b. Fifty (50) percent of the total amount is due and owing on February 15, 2023.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

### **ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT**

3. The School District shall be responsible for the following duties and/or services:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.

b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.

c. Require its principals to coordinate the efforts of the school resource officer within the schools.

d. Provide time/opportunities for SRO interaction at the elementary level.

e. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule.

f. Provide opportunities for educational-specific training that would

benefit the SRO in a school setting.

- g. Participate in the interview process for new SROs.

#### **ARTICLE IV**

#### **RESPONSIBILITY OF CITY**

- 4. The City shall be responsible for the following duties and/or services:
  - a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.
  - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee.
  - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
  - d. Provide training and education within the scope of the Police Department of the City.
  - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five consecutive days.
  - f. The City will collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs.
  - g. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course.

#### **ARTICLE V**

#### **JOINT RESPONSIBILITIES**

- 5. The City and ISD shall both be responsible for the following:
  - a. Conduct yearly performance evaluations of the SROs with input from school administrators.
  - b. Annual evaluation of the SRO program. SROs will have a flexible

schedule during the school day to attend after-school events.

c. Establish process between school administrator and the police department to address concerns and complaints.

d. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

## **ARTICLE VI**

### **INDEMNITY AND HOLD HARMLESS**

6. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

6.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

6.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

6.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability

or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

6.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

6.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

## **ARTICLE VII GENERAL PROVISIONS**

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

7.1 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

7.2 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

7.3 This Agreement, together with all of 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.

7.4 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

7.5 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of

Business Services, 4316 Rice Lake Road, Duluth Minnesota 55811 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

7.6 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

7.7 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

7.8 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

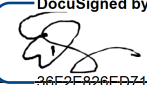
7.9 The understandings of Paragraph 6.8 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

*[Remainder of this page intentionally left blank; signature page to follow.]*

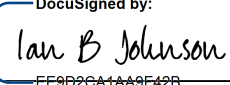
IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.  
709

DocuSigned by:  
  
By: \_\_\_\_\_  
36F2E826ED714AA...  
Mayor

DocuSigned by: By \_\_\_\_\_  
Chairman

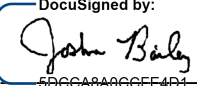
DocuSigned by:  
  
ATTEST: \_\_\_\_\_  
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City Clerk



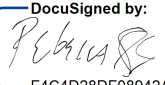
ATTEST: \_\_\_\_\_  
Clerk

DATE:  
9/29/2022  
\_\_\_\_\_

Countersigned:

DocuSigned by:  
  
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City Auditor

Approved as to form:

DocuSigned by:  
  
\_\_\_\_\_  
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City Attorney



# EXHIBIT A

## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

### SCHOOL RESOURCE OFFICER

#### I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

#### II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

#### III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.



# City of Duluth

411 West First Street  
Duluth, Minnesota  
55802

## Certified Copy

Resolution: 22-0713R

**File Number: 22-0713R**

RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE A ONE-YEAR AGREEMENT WITH TWO AUTOMATIC ONE-YEAR RENEWALS WITH THE INDEPENDENT SCHOOL DISTRICT NO. 709 FOR THE DULUTH POLICE DEPARTMENT TO PROVIDE FOUR SCHOOL RESOURCE OFFICERS IN THE PUBLIC SCHOOLS FOR A TOTAL OF \$296,390 FOR THE 2022-2023 SCHOOL YEAR.

**CITY PROPOSAL:**

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with Independent School District No. 709 to provide school resource officers in the public schools, said agreement to be substantially in the form of the attached Document A; payments from the school district to be deposited in Fund No. 110-160-1610-4261 (general, police, administration and investigation).

This Resolution was adopted unanimously.

Absent: Councilor Randorf

I, Ian B. Johnson, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 9/12/2022, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

*Ian B Johnson*

09/28/2022  
**Date Certified**

# CHANGE ORDER

<b>Project Name:</b>	Boardroom AV Install	<b>Project Manager:</b>
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	Brian Schaeppi (952) 737-7129 brschap@cdw.com
<b>Provider Name:</b>	SVT	
<b>CDW Affiliate:</b>	CDW Government LLC	<b>Requesting Party:</b>
<b>Effective Date:</b>	August 17, 2022	Eric Pounds (SVT)
<b>Change ID:</b>	SOW #67076-01	

This change order (“**Change Order**” or “**CO**”) is made and entered into this August 17, 2022 (the “**Effective Date**”) by and between the undersigned, CDW Government LLC (“**Buyer**”), and SVT (“**Provider**”, “**Seller**” and “**we**”), and amends that certain Boardroom AV Install Statement of Work made effective June 27, 2022 Services performed by Provider hereunder may benefit Duluth Independent School District No. 709 (MN) (“**Customer**”), a customer of Buyer or of Buyer’s Affiliate.

## CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional fees per the Additional Pricing table below.

### Board Room - 2022 - CCO - Prevailing Wage 80545

Change Order to comply with local prevailing wage rates.

## ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$32,000.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

Project Milestones	Percentage	Fees
Signed Change Order	30%	\$9,600
Completion of Work	70%	\$22,400
<b>Totals</b>	<b>100%</b>	<b>\$32,000</b>

# SIGNATURES

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

## CDW Government LLC

By: \_\_\_\_\_  
signature

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

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

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

The following Manager has given approval:

Phil Birt


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

By: Simone Zunic  
signature

Name: Simone Zunic

Title: Exec. Dir. Finance & Business Services

Date: 10/4/22

 <b>ISD #709</b> <b>Duluth Public Schools</b>	<b>ISD #709</b> <b>Duluth Public Schools</b> HOCHS Relocation Project
	Monthly Progress Report September 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

**Recent Progress and Activities:**

- The Facilities remodel project construction progress:
  - The site grading was completed.
  - All punchlist items continue to be addressed.
  - Street light bases from Central Entrance to the Facilities building were installed.
  - The exterior awnings were installed.
  - The loading ramp was built up to sub grade.
  
- The Public Roadway/DSC/Transportation project construction progress:
  - The roof work was completed at the DSC building.
  - 1<sup>st</sup> and 2<sup>nd</sup> level slabs were poured at the DSC building.
  - Duct work installation commenced and is continuing on the 2<sup>nd</sup> level at the DSC building.
  - Plumbing, electrical, and fire suppression rough ins have been ongoing at the DSC building.
  - The staircases have been installed at the DSC building.
  - The precast and structural steel have been installed and erected at the Transportation building.
  - The footing and foundation wall, for area B (Bus Garage), has been formed, poured, and backfilled for the Transportation building.
  - Area A (Administration) roof work has commenced at the Transportation building.
  - Underground Plumbing installation commenced at the Transportation building.
  - The DSC parking lot sub grade work was completed.
  - The storm and sewer installation continued at the Transportation loop road.
  
- Demolition of Central High School:
  - Asbestos abatement continues to be performed throughout the building.

**Upcoming Activities and Next Steps:**

- Upcoming construction scope:
  - a. Facilities:
    - i. The fire detection monitoring system will be activated.
    - ii. All punchlist items will be completed and closed out.
    - iii. FFE items will be moved in and installed.
    - iv. A final building inspection will be performed by the city.

b. DSC/Transportation/Roadways:

- i. 2<sup>nd</sup> level framing will be completed; 1<sup>st</sup> level metal framing will commence at the DSC building.
- ii. HVAC duct installation will continue throughout at the DSC building.
- iii. Fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
- iv. 2 of 4 bus garage slabs will be poured for the bus garage.
- v. Underground MEP work will continue at the Transportation building.
- vi. Storm and sewer installation will continue at the Transportation loop.
- vii. The 1<sup>st</sup> course of asphalt will be poured from Central Entrance up to the Facilities building.
- viii. The City of Duluth to install new gas service to all buildings.



**Description**

2nd Level Framing - DSC

**Taken Date**

10/06/2022 at 11:21 am

**Uploaded By**

Jason Johnson

**Upload Date**

10/06/2022 at 01:48 pm

**File Name**

A6C0913F-0324-4D6F-BF10-9CB3...



**Description**

Area B Slab Prep Work - Transportation

**Taken Date**

10/06/2022 at 11:15 am

**Uploaded By**

Jason Johnson

**Upload Date**

10/06/2022 at 01:49 pm

**File Name**

884916F7-37D3-496F-90F5-146A...



**Description**

Underground Plumbing - Transportation

**Taken Date**

10/06/2022 at 11:11 am

**Uploaded By**

Jason Johnson

**Upload Date**

10/06/2022 at 01:49 pm

**File Name**

B779F489-BE20-4221-A824-555E...



**Description**

Area B Foundation Work - Transportation

**Taken Date**

09/23/2022 at 03:54 pm

**Uploaded By**

Jason Johnson

**Upload Date**

09/23/2022 at 03:58 pm

**File Name**

5FF933BE-0DC8-42F9-8858-4516...



**Description**

Awning Installation - Transportation

**Taken Date**

09/22/2022 at 08:54 am

**Uploaded By**

Jason Johnson

**Upload Date**

09/22/2022 at 08:54 am

**File Name**

833D9CC7-BC76-4BF0-91B8-397...



**Description**

Decking Installation - Transportation

**Taken Date**

09/19/2022 at 12:02 pm

**Uploaded By**

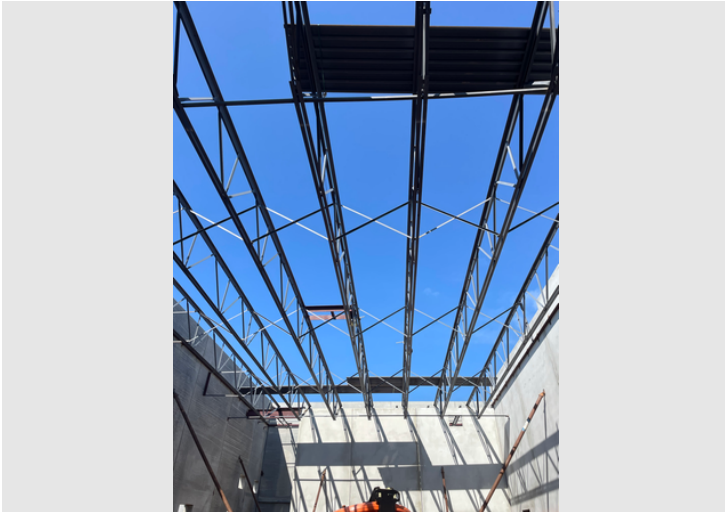
Austin May

**Upload Date**

09/23/2022 at 12:40 pm

**File Name**

6D3D7455-146D-454F-8D17-F90...



**Description**

Joist Installation - Transportation

**Taken Date**

09/19/2022 at 12:01 pm

**Uploaded By**

Austin May

**Upload Date**

09/23/2022 at 12:40 pm

**File Name**

6F2E128B-2BFE-4719-81A2-F5CB...



**Description**

Transportation Building

**Taken Date**

09/19/2022 at 12:00 pm

**Uploaded By**

Austin May

**Upload Date**

09/23/2022 at 12:40 pm

**File Name**

45B72351-36E3-4AC8-A4CC-D95...



**Description**

2nd Floor Duct Installation - DSC

**Taken Date**

09/15/2022 at 10:04 am

**Uploaded By**

Jason Johnson

**Upload Date**

09/15/2022 at 10:05 am

**File Name**

4E888123-55BE-444E-ACD2-EF4...



**Description**

1st Floor 100% Poured - DSC

**Taken Date**

09/15/2022 at 10:02 am

**Uploaded By**

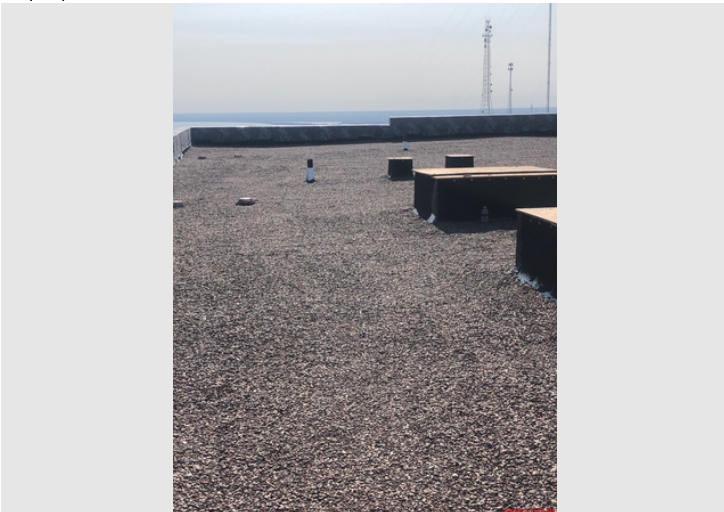
Jason Johnson

**Upload Date**

09/15/2022 at 10:02 am

**File Name**

B6B9A900-96E8-4071-B28B-806...



**Description**

Roof Work - DSC

**Taken Date**

09/13/2022 at 11:13 am

**Uploaded By**

Jason Johnson

**Upload Date**

09/13/2022 at 11:16 am

**File Name**

A38A2A5A-8D7E-4915-A7A2-94F...



**Description**

DSC Building

**Taken Date**

09/13/2022 at 10:52 am

**Uploaded By**

Donny Hines

**Upload Date**

09/15/2022 at 08:43 am

**File Name**

20220913\_105207.jpg



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

September 1, 2022

John Magas  
Superintendent of Schools

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

Simone Zunich  
Executive Director of Finance & Business Services

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

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

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

- Pending



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

### **Website Advertising**

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

Respectfully,

Greg Follmer  
Broker

**Expenditure Contracts Signed  
September 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.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Velocity EHS	\$19,818.60*	Facilities (DR)	District-Wide On-Site Chemical Inventory
ABM Industry Groups, LLC	TBD (\$30.32/hour)	Facilities (DR)	ABM will assign up to 8 ABM employees to provide cleaning services eight hours per day, five days per week, as determined by the District
Spirit of the Lake	TBD	Transportation (DR)	Transportation reimbursement FY23
Lakeview Christian Academy	TBD	Transportation (DR)	Transportation reimbursement FY23
Many Rivers Montessori	TBD	Transportation (DR)	Transportation reimbursement FY23
AmeriCorps	\$36,000.00	Curriculum (DU)	Reading and Math Corps tutors for FY23
MSCU – Lake Superior College	TBD	Curriculum (DU)	FY23 LSC CITS Courses
Susan Sederberg	\$15,000.00*	Special Services (DU)	Helping with transition/training of new nurses
YWCA Early Childhood Center	\$2,596.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Residential Services Inc.	\$7,396.00*	Special Services (DR)	Contractor will provide Direct Support Professional services and sped para duties for one ISD 709 student

Creation Station	\$1,650.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Creation Station	\$2,150.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakewood Little Lynx Preschool	\$6,720.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakewood Little Lynx Preschool	\$2,940.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
St. Mary's Child Care Center	\$2,176.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Pres Nursery School	\$1,505.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Pres Nursery School	\$3,685.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Alex Flinner	\$200.00*	OEE (DR)	Aiding in technology production during <i>Juneteenth: A Kumbayah Story</i> at Denfeld HS on 9/16/22
Blackboard	\$40,514.27*	Public Relations (DR)	New website service/configuration
St. Louis County	TBD	FIT Coordinator (DR)	Purchase of service agreement for the transportation of children and youth in foster care placement
Interstate Parking	\$11,150.00*	ALC – Tech Village Parking (DR)	Additional five parking spaces at Tech Village for ALC – for FY23 only
Men as Peacemakers	\$7,000.00*	Climate Coordinator – Jacob Laurent	Contractor will lead group meetings onsite at LPMS, MWES, and Laura Mac ES to build social-emotional skills, conflict resolution and leadership skills
First Witness	\$5,000.00*	Climate Coordinator – Jacob Laurent	First Witness will provide child sexual abuse prevention information to both parents and children of DPS elementary sites upon request.
Wolf Ridge ELC	\$8,600.00	Stowe ES	Field trip for 172 on 09/28/22-09/30/22

September 9, 2022

VelocityEHS  
Attn: Nicole Zancani  
222 Merchandise Mart Plaza, Suite 1750  
Chicago, IL 60654

**RE: QUOTE #Q-145730 – On-Site Chemical Inventory - District-Wide**

Dear Ms. Zancani:

Attached please find a copy of the agreement between ISD #709 and VelocityEHS for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **September 16, 2022**:

- **Agreement**

Provide the following by **September 16, 2022** (please email to [matthew.johnson@isd709.org](mailto:matthew.johnson@isd709.org)):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy) - **RECEIVED July 11, 2022 - EXP 12/12/2022**
- Please note the change of address for ISD 709:

4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

**Once fully executed and the above referenced documents are received**, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed.**

Prior to final payment, the following is required:

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

If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities  
DJS/lst

## AGREEMENT

**THIS AGREEMENT** made and entered into this 9th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and VelocityEHS, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** Perform all work as defined in QUOTE # Q-155266 - eBinder Valet Service & indexing for a lump sum of \$19,818.60 based on work scope details provided by ISD 709, and covers all related administrative expenses as well as the estimated costs associated with the eBinder Valet and Special Indexing services. No additional charges will be incurred without prior approval from ISD 709 Facilities Management.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal Q-155266;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a lump sum of \$19,818.60. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 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 VelocityEHS, 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654.

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

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

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

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

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

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

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

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

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

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

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

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

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

insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

**Professional Liability:** If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
John Magas	Superintendent of Schools

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,

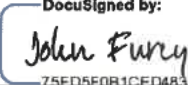
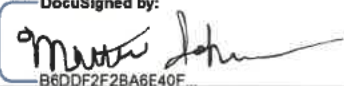

material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

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

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

DocuSigned by:  <small>75ED5E0B1CFE0483</small>	9/12/2022
VelocityEHS	SSN/Tax ID Number
DocuSigned by:  <small>B6DDF2F2BA8E40F</small>	9/12/2022
Program Coordinator - Health & Safety	Date
DocuSigned by:  <small>1AEAE24B3495423</small>	9/12/2022
Program Director - Facilities Management	Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

05	E	005	865	352	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:  <small>0B4602F1461A489</small>	9/20/2022
CFO / Superintendent of Schools / Board Chair	Date



# CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750  
 Chicago, IL 60654  
 Ph: 312.881.2000  
 Fax: 866.320.1021  
 Tax ID #: 04-3626476

**Contract Number:** Q-155266  
**Issued Date:** 9/7/2022  
**Issued By:** Nicole Zancai  
**Offer Valid Through:** 9/30/2022

## Customer Information

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

**Attn:** Matthew Johnson  
**Address:** 4316 Rice Lake Rd Ste 108,  
 Duluth, MN United States

## Terms & Conditions

**Related Contract:** 00041046  
**Contract Start Date:** 9/30/2022  
**Contract End Date:** 7/16/2024  
**Initial Term:** 22 Months

**Payment Terms:**  
**Billing Frequency:**  
**Annual Price Adjustment:**

### Subscriptions & Services

Item	Type	Qty	9/30/2022 to 7/16/2023	7/17/2023 to 7/16/2024
eBinder Valet Service	One-Time	2459	\$18,436.59	
English	One-Time	1		
Initial Indexing	One-Time	1		
English	One-Time	1		
Indexing Field - Archiving/ Inactivating	One-Time	923	\$1,382.00	
	<b>Total:</b>		<b>\$19,818.60</b>	<b>\$0.00</b>

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

### Independent School District 709

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

Name: Simone Zunich

Title: Executive Dir Bs Services

Date: 9/20/2022

DocuSigned by:

*Simone Zunich*  
 984662F1461A488...

### VelocityEHS

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

Name: John Furey

Title: AVP, sales

Date: 9/12/2022

DocuSigned by:

*John Furey*  
 75E05E0B1CE0485...



## CUSTOMER ORDER FORM

### Exhibit A

**Service - eBinder Valet:** VelocityEHS will build the Customer's electronic SDS library (eBinder) by sourcing the English language SDS that corresponds to each line item on a Customer-supplied inventory list for a flat fee of 18,436 USD based on there being up to 2459 line items.

- Customer-supplied inventory list must be pre-approved, preferably supplied in VelocityEHS eBinder Valet template. Inventory list must include product name and manufacturer name; inclusion of product code(s) is preferred.
- **EBV should encompass the level 1 and level 2 location organization on the attached document.**
- Standard Indexing package will be applied. Includes the following fields: Product Name, Product Synonyms, Product Code, Manufacturer Name, Supplier Name, SDS Revision Date, Regulatory Format and Primary CAS Number.
- Additional fields may be indexed upon request (additional charges may apply).
- If the total number of inventory line items submitted falls below 2459, VelocityEHS will grant additional SDS Requests and SDS Uploads as credit.
- An additional charge of 7 USD per line item will be assessed if the number of inventory line items exceeds 2459.
- VelocityEHS will obtain approval prior to proceeding on any work that will result in additional charges.

**Services – Special Indexing:** VelocityEHS will review the SDSs in the Customer's electronic SDS library (eBinder) in order to capture and input select data into the applicable MSDSONline system data field(s) for a flat fee as represented on page 1 of this agreement, based on the total number of SDSs reviewed.

- Indexing will be completed in the English language on the fields displayed in the Products and Services table on this agreement.
- Additional fields may be indexed upon request (additional charges may apply).
- If the total number of SDSs reviewed falls below the total number listed in quantity on the Products and Services table, VelocityEHS will grant additional SDS requests and SDS uploads as credit.
- An additional charge will be assessed per SDS reviewed at a cost of \$1.50/line item for First Aid, Ingredient, Physical Properties and GHS Classification & Labelling indexing and \$1/line item for all other fields. If indexing fields are determined by regulatory format, the application of overage fees may vary.
- VelocityEHS will obtain approval prior to proceeding on any work that will result in additional charges.

This Customer Order Form amends agreement Q-46710. Fees listed on this Customer Order Form are additive to agreement Q-46710. Items with a charge type of "annual" may be prorated to align with the base subscription period and may not reflect future annual amounts.

All fees are in USD. Initial year fees with a charge type of "annual", and all "one-time" fees where the total is \$25,000 or less, will be invoiced in full and are due within 30 calendar days of the execution of this Customer Order Form, unless otherwise noted. Where "one-time" fees total more than \$25,000, VelocityEHS will invoice 50% of the fees on the first invoice. THESE FEES ARE NON-REFUNDABLE and good financial standing with VelocityEHS will be required for continued work on all services projects. All remaining "one-time" fees will be invoiced 90 days from execution of this Customer Order Form and are due 30 days from invoice creation date. The Subscription period will commence on the Contract Start Date, as noted on page one (1) of this agreement; the Contract End Date will become the subscription "anniversary date". Subsequent year "annual" fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Sales tax associated to this Order will appear on the invoice, where applicable.

All contracts for SDS authoring, translation and/or regulatory consulting are on a "use it or lose it" basis. When a project is closed due to unresponsiveness (lack of Customer response or engagement for 60 consecutive days), or Customer is unable or unwilling to obtain the required data to commence the project, or Customer no longer requires the full value of the agreement, remaining fees on the Customer Order Form will be forfeit and any remaining balance invoiced on the date of closure. FEES ARE NON-REFUNDABLE. SDS Authoring, translation and/or regulatory consulting fees are non-transferable to other VelocityEHS products and services.

## AGREEMENT

This Agreement ("Agreement") is entered into by and between ABM Industry Groups, LLC. ("ABM") and Independent School District No. 709, Duluth Public Schools ("District").

WHEREAS, ABM is a Delaware limited liability corporation that is in the business of providing labor services, including cleaning services; and

WHEREAS, ABM and the District are entering into this Agreement to document the terms under which ABM employees will provide cleaning services to the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, ABM and the District agree as follows:

1. **Term.** This Agreement will take effect on September 19, 2022 and will automatically terminate on June 30, 2023, unless either party exercises its right to terminate the Agreement earlier. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.

2. **Cleaning Services.** During the term of this Agreement, ABM will assign up to 8 ABM employees to provide cleaning services eight hours per day, five days per week, excluding designated holidays, as determined by the District. ABM and the District will establish a schedule identifying the times these hours will be worked by ABM employees during the day. The District will designate the locations where the ABM employees will provide the cleaning services. The District will also designate the spaces to be cleaned and the manner in which they are to be cleaned.

3. **Billing and Payment.** On a monthly basis, ABM will bill the District at the rate of Thirty dollars and 32 cents (\$30.32) per hour for actual hours worked by ABM employees who performed cleaning services for the District pursuant to this Agreement during the previous month. The District will pay the bill within fifteen calendar days after receipt of the bill, unless the District has a good faith basis for disputing part of the bill, in which case the District will pay the part of the bill that is not in dispute. If the District fails to pay an undisputed amount within fifteen calendar days after receipt of the bill, the District will be responsible for paying a late charge in the amount of 2% of the outstanding undisputed amount.

4. **Defense and Indemnification.** ABM hereby agrees to defend, hold harmless, and fully indemnify the District, including its school board members, officials, employees, agents, representatives, and insurers against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including attorneys' fees, for any actual or claimed injury to property or person to the extent caused by any negligent act or omission by ABM or any of its employees, officers, directors, agents, or independent contractors. To the extent permitted by law, the District hereby agrees to indemnify ABM, including its officials, employees, agents, representatives, and insurers against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including attorneys' fees, for any actual or claimed injury to property or person that arises out of any acts of negligence committed by any District employee while acting within the scope and course of his/her employment. The parties' duty to defend and indemnify the other for acts or omissions that occur during the term of this Agreement survives the expiration and termination of this Agreement.

5. **Insurance.** At its own expense, ABM must maintain liability insurance for its business throughout the term of this Agreement. Such insurance must be in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The District must be named as an additional insured on the policy of liability insurance. ABM must provide the District with proof of such insurance.

6. **Data Privacy.** To the extent, if any, that ABM or any of its employees acquires access to any private educational data on any students of the District or private personnel data on any employees of the District, ABM agrees that it will be subject to the requirements of the Minnesota Government Data Practices Act and that it must comply with those requirements as if it were a public school district.

7. **Criminal Background Check.** Consistent with Minnesota Statutes section 123B.03, subdivision 1(c), ABM must conduct a criminal background check on every individual who provides services pursuant to this Agreement. ABM must provide certification of the criminal background check to the District and must specifically notify the District if an employee has ever been convicted of a crime, the nature of the offense, and the year in which the offense occurred. The District may reject any ABM employee who has been convicted of committing a crime that may, in the District's judgment, impact the employee's suitability to provide services in a school setting.

8. **Notices.** ABM must provide all notices by electronic mail or U.S. Mail to the District's Manager of Facilities, David Spooner, and the District must provide all notices by electronic mail or U.S. Mail to ABM's District Manager, Jeremy Greening. The following email addresses will be used:

For the District:

[David.Spooner@isd709.org](mailto:David.Spooner@isd709.org)

4316 Rice Lake Road, Suite 108

Duluth MN 55811

For ABM:

[Jeremy.Greening@abm.com](mailto:Jeremy.Greening@abm.com)

ABM Industry Groups, LLC

965 Decatur Ave N

Golden Valley MN 55427

Either party may designate a different addressee or email address at any time by giving written notice to the other party. Notice that is delivered by mail must be sent to the entity's regular mailing address and is effective upon mailing. Notice that is delivered by email is effective upon successful transmission.

9. **Relationship of the Parties.** Nothing in this Agreement may be construed to create an employment relationship, partnership, joint venture, or joint enterprise between ABM and the District. The parties have no authority or power to take any action that could legally bind the other party. Each party is considered to be an independent contractor relative to the other party, and the relationship of the parties is governed exclusively by this Agreement. ABM maintains full control over all ABM employees, agents, and representatives, and ABM employees may not be considered to be regular employees, loaned employees, agents, or representatives of the District for any purpose, including, but not limited to, liability, insurance, taxes, collective bargaining, and compliance with employment laws. ABM is responsible for the actions of ABM employees. ABM is responsible for paying the wages of all ABM employees in accordance with the law and for

having all required forms of insurance in place for ABM employees, including, but not limited to, workers' compensation insurance and unemployment compensation insurance.

10. **Equal Employment Opportunity.** ABM and the District each agree to provide equal opportunities to their respective employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, transgender status, HIV status, public assistance status, creed, or national origin.

11. **No Discrimination.** Neither ABM nor the District may discriminate against any student or employee based on any protected class status, including, but not limited to, race, color, religion, age, sex, disability, marital status, sexual preference, transgender status, HIV status, public assistance status, creed, or national origin.

12. **Choice of Law and Forum.** This Agreement is governed by the laws of the State of Minnesota. All legal proceedings arising out of this Agreement, including any breach of this Agreement, must be commenced in Minnesota state or federal court.

13. **Severability.** If any provision of this Agreement is held to be unenforceable by a court of law, the remaining portions of the Agreement will continue in full force and effect.

14. **Equal Drafting and Copies.** In the event either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties. A copy of this Agreement will have the same legal effect as the original.

15. **Entire Agreement.** This Agreement reflects the entire agreement between the parties. No party has relied on any statement, promise, inducement, or representation that is not expressly stated in this Agreement. This Agreement supersedes any and all prior statements and agreements between ABM and the District. No waivers or modifications of this Agreement will be valid unless both parties agree to the waiver or modification in writing, as evidenced by a duly signed addendum to this Agreement.

**ABM INDUSTRY GROUPS, LLC.**  
**NO. 709**

By: DocuSigned by:  
Jennifer Langfield  
9EBFEB5395E642F...

Jennifer Langfield, Sr. Branch Manager

9/22/2022

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

**INDEPENDENT SCHOOL DISTRICT**

By: DocuSigned by:  
Simone Zunich  
9B4602F1461A4BB...

Simone Zunich, CFO

9/22/2022

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

**SPIRIT OF THE LAKE**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2022 - 2023

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times 38 \text{ Cents per mile} = \text{reimbursement.}$$

*(One round trip from home to school)*

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2022-2023 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2023.

SCHOOL NAME

BY   
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY   
Director of Business Services

**Budget Code**  
**03 E 013 760 720 360 000**

**Lakeview Christian Academy**  
**Guidelines for**  
**TRANSPORTATION REIMBURSEMENT**  
**2022 - 2023**

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

*(One round trip from home to school)*

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4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2022-2023 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2023.

SCHOOL NAME \_\_\_\_\_

BY \_\_\_\_\_

*[Signature]*  
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY \_\_\_\_\_

*[Signature]*  
Director of Business Services

**Budget Code**  
**03 E 013 760 720 360 000**

**Many Rivers Montessori**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2022 - 2023

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days} \times \underline{\hspace{2cm}} \text{ miles} \times 38 \text{ Cents per mile} = \text{reimbursement.}$$

*(One round trip from home to school)*

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2022-2023 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2023.

SCHOOL NAME \_\_\_\_\_

BY \_\_\_\_\_

Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY \_\_\_\_\_

Director of Business Services

**Budget Code**

**03 E 013 760 720 360 000**

# Site Agreement



The purpose of this agreement is to establish the basic parameters of the Service Site's participation in AmeriCorps with Reading & Math, Inc. DBA Ampact for the 2022-2023 program year. Reading & Math, Inc. administers AmeriCorps programs that provide AmeriCorps members as a resource. This Agreement is valid through July 31, 2023 .

**A. AmeriCorps programs:** Reading Corps, Math Corps, Early Learning Corps, Recovery Corps, Climate Impact Corps, Heading Home Corps, Public Health Corps, and any other AmeriCorps program administered by Reading & Math, Inc. are AmeriCorps programs. AmeriCorps is a national service program that engages people in a commitment to service in meeting needs in their local communities. For more information, visit [www.americorps.gov](http://www.americorps.gov).

**B. Parties to this agreement:**

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1127 - Congdon Park Elementary, Duluth, Minnesota 55812
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1417 - Lakewood Elementary, Duluth, Minnesota 55804
- 1461 - Lowell Elementary, Duluth, Minnesota 55811
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
- 933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site"

Reading & Math, Inc. DBA Ampact, 1200 S Washington Ave, Ste 310, Minneapolis MN 55415, hereafter referred to collectively as "Program"

**C. Definitions:**

1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a "member".
2. **Service Site.** This is the partner organization that hosts an AmeriCorps member to perform their service activities as outlined in their position description.

3. Internal Coach and/or Site Supervisor. Designee of the partnering Service Site who provides regular on-site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
  4. Program Staff. Any employee of Program who provides oversight and management for the Program including, member recruitment/management, site management, coaching, and compliance with AmeriCorps regulations.
  5. AmeriCorps. Federal agency for all AmeriCorps programs. Hereafter referred to as “AmeriCorps” or “the Corporation”.
- D. **Early termination:** Any party to the Agreement can cancel the Agreement in writing at any time. At Program’s discretion, the Service Site’s failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site’s awarded members for the current program year and immediate termination of this Agreement.
- E. **Grievance Procedure:** Service Site will inform Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the AmeriCorps Inspector General at <https://www.americorpsig.gov/> or by calling 1-800-452-8210.

## TERMS AND CONDITIONS OF AGREEMENT

- 1) **Commitment to the Program Objectives and Model:** The Service Site and Program agree to commit to Program objectives and Program Model, as articulated in the addendum(s).
  
- 2) **AmeriCorps Service Environment**
  - a) **Safe service environment:** The Service Site agrees to provide the AmeriCorps member with a safe service environment. Service Site will ensure members are provided with health and safety materials comparable to that provided to Service Site staff and volunteers. Service Site will provide training to members on site-specific safety policies and protocols.
  
  - b) **Inclusive service environment:** Program values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present within our Program. Program believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. Program and Service Site commit to a continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Service Site or Program or its partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between Program and the Service Site could be terminated.  
  
 Service Site will provide the AmeriCorps member with a welcoming and inclusive service environment. Service Site will treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list), listing in staff directory, providing a name badge if needed, etc. Service Site staff will introduce member at a staff meeting or similar setting.
  
  - c) **Site staff engagement:** Service Site will educate all staff about the purpose of the member position and Program, with support from Program Staff as needed. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.
  
  - d) **AmeriCorps signage:** Service Site will post an AmeriCorps sign provided by Program in a visible location, such as a front office, lobby, or other area frequented by visitors or the public, to identify the organization as an AmeriCorps site.
  
  - e) **Prohibited Activities:** Service Site will post the full list of Prohibited Activities provided by Program in the member's workspace.
  
  - f) **Non-displacement:** Service Site will ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate service may include but are not limited to substituting or filling in for paid staff, inclusion in a staff to student/participant ratio, and administrative work not related to the Program.
  
  - g) **Accessibility:** Service Site must be accessible to people with disabilities.

- h) **Reasonable accommodations:** In accordance with the Americans with Disabilities Act, any member with a disability known to Program may request a reasonable accommodation to enable performance of the essential functions of the AmeriCorps position. When this occurs, Program makes individualized decisions based on cooperative communications with the member and the Service Site. The Service Site shall work cooperatively with Program to facilitate this process as needed.
- i) **Computer access and liability:** Ensuring compliance at all times with the terms and conditions of Paragraph 5 (Data Management and Privacy) below, the Service Site shall provide members with access to a computer or other electronic device as follows:
- i) Members must have access to a computer with a suite of office tools (Microsoft, Google, etc.) and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the member must have a modern web browser (Chrome, Firefox, Safari, or Microsoft Edge) installed in either the browser's current or next most recent version and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials
  - ii) Sites are encouraged to issue an email address. This is required if common email providers are blocked at the Service Site.
  - iii) Portable devices
    - (1) Any portable device issued to a member by the Service Site shall be solely on the basis of a written technology agreement defining the terms of use, including at least: whether and when the device can be transported out of the Service Site, procedures to be followed in the event of loss of the device, and any specific data protection requirements.
    - (2) By execution of this agreement, the Service Site agrees to cleanse the device of confidential data as defined in Paragraph 5) below. At the request of Program, the Service Site will provide written assurance that the device has been cleansed of confidential data as defined in Paragraph 5) below.
    - (3) During and following the term of service, the Service Site shall bear the full risk of loss of any such device or its data.
- j) **Workspace:** Service Site will provide members with a reasonable and quiet workspace to work with individuals, including access to a locked drawer to store confidential participant data.
- k) **Materials, Supplies, and Equipment:** Program will provide any instructional resources and manuals required by AmeriCorps members to understand and implement the Program Model. Service Site will provide any materials, supplies, and/or equipment used by the member in carrying out service activities at or on behalf of the Service Site, including but not limited to photocopies, office supplies, and specialized equipment.
- l) **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy.

The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with AmeriCorps rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]

### 3) Member Recruitment and Selection

- a) **Recruitment:** The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadlines set by Program. The Service Site will utilize recruitment materials provided by Program to recruit individuals to serve in their site. Individuals should be directed to apply on Program's website.
- b) **Interview:** Program Staff will screen all applications, conduct phone interviews, and manage final interviews and offers for all candidates.
- c) **Selection:** Program Staff have the responsibility and authority to extend an offer for a position to an applicant. The Service Site will not extend an official offer to any applicant; it may, however, give its recommendation to Program Staff who are responsible for making an offer.

Program Staff reserve the right to make the final decision regarding the selection of members to enforce a fair and equitable hiring process. Program will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

- d) **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). Program will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. Program will notify Service Sites if the applicant did not clear the background check according to the Program and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Background check results will not be shared with the Service Site where prohibited by law. Service Sites must indicate in this Agreement if it intends to conduct its own additional background check. Service Site assumes all responsibility for costs associated with additional background checks. A member may not be asked to pay for the cost of a background check.
- e) **Replacing members:** In most cases, the site may not replace a member who exits the Program early. However, sites are allowed to replace a member who terminates service before

completing 30 percent of the term.

- f) **Transferring members:** The Program reserves the right to transfer members from one partner organization to another partner organization in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.
- g) **Prohibition on member employment at Service Site:** Members should not obtain paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding positions in a Professional Corps grant). If your member expresses interest in onsite employment opportunities or is already employed by the Service Site, Program Staff should be consulted to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, Service Site may not hire its member (or a member currently serving at another Service Site) as a staff person during their term of service as it would require a member to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

#### 4) Member Management and Supervision

- a) **Internal Coach and/or Site Supervisor:** The Service Site must designate a person(s) to be the Internal Coach and/or Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). If this person is not designated prior to the member starting, the site Administrator/Director assumes responsibility for this role until a staff person is named. This person cannot be an AmeriCorps member.

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including completing required Program training and attending scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the program year.

The duties of the Internal Coach and/or Site Supervisor include:

- i) **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for regular check-in meetings with each member.
- ii) **Member Safety:** In the event of a disaster or emergency that requires the closure of the Service Site (i.e. public health emergency, bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program

Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.

- iii) **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the time sheet is approved.
- iv) **Set member schedule:** Develop a schedule with the member that includes:
  - (1) The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. (See Program-specific addendum for details.)
  - (2) A full caseload of participants as defined by Program.
  - (3) Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
  - (4) Time to attend all required training and/or events.
- v) **Data checks:** Review data collected by members on a regular basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.
- vi) **Performance management:** Set clear expectations for the member at the start of their term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.
 

Work closely with Program Staff and Service Site Administrators/Directors (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but does have the authority to contact Program Staff to enact the Program performance management procedure, which includes providing documentation required for the member's personnel file.
- vii) **Training completion:** Complete required training as scheduled by Program.
- viii) **Program site visits:** Participate, as required or requested, in visits by Program.
- b) **Member training:** Program Staff will coordinate the logistics for the member and Internal Coach/Site Supervisor trainings for Program that occur throughout the year. The Service Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Service Site.
- c) **Content specialists:** Program supports services sites and members by providing content specialists that support the implementation of the Program model at Service Sites. (See Program-specific addendum for details.)

- d) **Meetings and site visits:** Program Staff will conduct meetings and/or site visits, as needed, during the year with members and contacts of the Service Site.
- e) **Monitoring Program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete required service hours by the end of their term of service.
- f) **Member personnel file:** Program is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
- g) **Member benefits:** Program is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and any additional benefits for which the member qualifies.
- h) **Worker's Compensation or Accidental Death & Dismemberment:** Program will cover AmeriCorps members under a Worker's Compensation or Accidental Death & Dismemberment policy as required by state law.
- i) **Conflict resolution:** Program Staff work together with Service Site staff, including the Internal Coach/Site Supervisor, in resolving any member issues.

## 5) Data Management and Privacy

- a) **Data management systems:** Program will provide a secure, online data management system for tracking participant information and progress.
- b) **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the Program-specific addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for completing data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- c) **Data Privacy:** Program is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of AmeriCorps members, Service Site staff, or Program participants.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

“Breach” is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

Program protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where it is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

- 6) In-Kind Contribution Reporting:** Program is required to collect information from the Service Site about non-monetary (in-kind) contributions to the Program to fulfill federal funder obligations. In-kind contributions are required to eliminate or reduce the need to charge a site fee for participation in the program.

The site’s in-kind contribution is required for the Program to operate and includes but is not limited to the monetary value of the space, supplies, and staff involved in operating the program.

Service Site will complete an in-kind contribution report for space and supply contributions once each program year. Space and supply contributions may include but are not limited to workspace, office furniture, phone/Internet, computer, tablet, or other devices, office supplies, or any other supplies or equipment regularly used by the member to conduct their service.

The in-kind contribution of staff time will be collected regularly for Internal Coaches/Site Supervisors or other staff who dedicate time to the Program. The value of the contribution will be calculated by the number of hours staff dedicate to the Program multiplied by the staff member’s hourly wage based on salary and/or benefits provided by the Service Site.

To comply with the regulation of our federal funder, Program may be required to conduct a National Service Criminal History Check on Internal Coaches/Site Supervisors, which includes: (1) National Sex Offender Check, (2) State of Residence and State of Service background checks through our background-check vendor, and (3) Fingerprint-based FBI check.

## FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:
1. Attempting to influence legislation;
  2. Organizing or engaging in protests, petitions, boycotts, or strikes;
  3. Assisting, promoting, or deterring union organizing;
  4. Impairing existing contracts for services or collective bargaining agreements;
  5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
  7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
  8. Providing a direct benefit to:
    - i. A business organized for profit;
    - ii. A labor union;
    - iii. A partisan political organization;
    - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
    - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
  9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
  10. Providing abortion services or referrals for receipt of such services;
  11. Such other activities as the Corporation may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

**Census Activities.** AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited.

**Election and Polling Activities.** AmeriCorps member may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary

purpose of engaging in one of the activities listed above.

- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

## **FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY**

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

### **A. Supplantation:**

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

### **B. Non-Duplication:**

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

### **C. Non-Displacement:**

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
  - I. Will supplant the hiring of employed workers; or
  - II. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
  - I. Presently employed worker;
  - II. Employee who recently resigned or was discharged;
  - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

## FEDERAL POLICY: NON-DISCRIMINATION POLICY

Program does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation. If you believe that you or others have been discriminated against, or if you want more information, contact:

**Reading & Math, Inc. DBA Ampact**

1200 S. Washington Ave, Ste 310, Minneapolis, MN 55415  
humanresources@ampact.us or (612) 206-3030

**Equal Opportunity Program (EOP)**

AmeriCorps  
1201 New York Ave NW, Washington, DC 20525  
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

Program makes every effort to ensure that service sites have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or Program Staff. If Service Site is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. Program will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Staff.

**Note to Service Sites:** In any case of discrimination related to an AmeriCorps member, the Service Site must contact Program Staff before taking action.

Full text of the AmeriCorps Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

### Additional Requirements from the Service Site

Service Site should use the checkboxes and/or text boxes below to indicate any other requirements or conditions of partnership required by Service Site.

Service site requires additional background check conducted on AmeriCorps members

*Optional: Please provide any additional information related to background check required by the Service Site*

Service site requires AmeriCorps members to be fully vaccinated against COVID-19 and/or submit to regular COVID-19 testing

*Optional: Please provide any additional information related to COVID-19 vaccination and/or testing requirements*

Service site requires AmeriCorps members submit to tuberculosis testing

*Optional: Please provide any additional information related to required tuberculosis testing*

Service site has additional requirements of AmeriCorps members and/or Program outlined below:

*Required if box above is checked: Please explain any additional requirements of AmeriCorps members and/or Program required for partnerships*

<sup>DS</sup>  


Any additional requirements by the Service Site have been reviewed and approved by Program Director of Partnerships or their representative prior to signature by Program Managing Director.

### CERTIFICATION

This Site Agreement and attached Program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2023 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by Reading & Math, Inc. DBA Ampact and attach them to this Agreement in the Addendum(s).

#### Member Award

Congdon Park Elementary (K3 Math): 1 K-3 Math Tutor  
Congdon Park Elementary (Reading): 3 Reading Tutors  
Homecroft Elementary (K3 Math): 1 K-3 Math Tutor  
Homecroft Elementary (Math): 1 4-8 Math Tutor  
Homecroft Elementary (Reading): 2 Reading Tutors  
Lakewood Elementary (Reading): 2 Reading Tutors  
Laura MacArthur Elementary (K3 Math): 1 K-3 Math Tutor  
Laura MacArthur Elementary (Math): 1 4-8 Math Tutor  
Laura MacArthur Elementary (Reading): 3 Reading Tutors  
Lowell Elementary (Reading): 2 Reading Tutors

Myers-Wilkins Elementary (K3 Math): 1 K-3 Math Tutor  
Myers-Wilkins Elementary (Math): 2 4-8 Math Tutors  
Myers-Wilkins Elementary (Reading): 3 Reading Tutors  
Stowe Elementary (Math): 1 4-8 Math Tutor  
Stowe Elementary (Reading): 1 Reading Tutor

This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication.

#### Signature

Service Site staff must complete the electronic version of this Site Agreement and program-specific addendum(s) in their entirety to certify Service Site has read and understands the agreement prior to a member being placed at Service Site.

By signing this agreement, Service Site staff and Program staff acknowledge that they have read, understand, and agree to all terms and conditions of this agreement and have the authority to enter this agreement on behalf of the Service Site and Program.

#### Service Site Staff

Name Simone Zurich

Title CFO

Signature

DocuSigned by:  
*Simone Zurich*  
3DAA69D6FEB545E...

Date 9/6/2022 | 3:38 PM CDT

#### Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:  
*Sadie O'Connor*  
F79FB2870B21429...

Date 9/14/2022 | 1:24 PM CDT

# Reading Corps Addendum

Reading & Math, Inc. DBA Ampact

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Reading Corps for the 2022-2023 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

## Parties to this agreement:

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1127 - Congdon Park Elementary, Duluth, Minnesota 55812
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1417 - Lakewood Elementary, Duluth, Minnesota 55804
- 1461 - Lowell Elementary, Duluth, Minnesota 55811
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
- 933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, hereafter referred to as "Program", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

**A. Program Model.** The service site agrees to implement the Reading Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Reading Corps is called a tutor. Tutors are trained to provide targeted reading skill practice, commonly called intervention, primarily in the areas of phonemic awareness, phonics, and fluency. Tutors deliver daily twenty-minute intervention sessions with Kindergarten through third grade students.
2. **Interventions and Assessments:** Tutors are responsible for delivering Reading Corps interventions to a full caseload of students for 20 minutes per student per day, and collecting data as described in the section below.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule with the tutor. The schedule should:
  - i. Maximize student service, each tutor should have a full caseload of students
  - ii. Indicate the time the tutor should begin and end their time at school each day

- iii. Allow for the tutor to serve the required number of hours per week:
    - 1. Full-time tutor = 35 hours per week
    - 2. Part-time tutor = 25 hours per week
    - 3. Reduced part time tutor = 18 hours per week
  - iv. Include sufficient time for tasks outside of tutoring, to include:
    - 1. Data entry and responding to email (must be done at the service site)
    - 2. Meetings and/or coaching sessions
    - 3. Preparation time for tutoring sessions
    - 4. Time to complete online training
4. **Content Specialist Role:** The Reading Corps program assigns a Coaching Specialist to support the school in implementing Reading Corps. The Coaching Specialist meets with the Internal Coach and Reading Corps tutor on an as needed basis (as often as monthly) to review student graphs, select appropriate interventions and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
- i. Virtual Service Approval and Technology
    - 1. Reading Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, Program will occasionally approve service in a virtual setting. Virtual service will be agreed upon in writing by both Program and the Service Site.
    - 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
    - 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

## B. Data Collection and Data Privacy

### 1. FERPA Expectations

- i. The service site understands that it is making available to Program some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students.
- ii. Tutors and Coaches that implement the Reading Corps program will collect and record additional protected data as they implement the Reading Corps model. Program requires that the service site take all necessary steps to protect student data as required by law.
- iii. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Service Site to Program.

- iv. In providing Reading Corps and receiving data from the Service Site, Service Site considers Program a school official under the FERPA regulations (34 CFR 99.31(a)(1)) to whom the Service Site has outsourced institutional services or functions for which the Service Site would otherwise use its own employees, and the Service Site agrees that Program has a legitimate educational interest in receiving student data to offer Reading Corps. Service Site must ensure its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its FERPA policy provides for the designation of Program for Reading Corps.
      - v. Program reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site's annual FERPA notice of rights to eligible students and/or parents.
2. **Data required from Service Site:** The Service Site will ensure all requested student data are provided to Reading Corps in a timely manner, and that all students served by Reading Corps complete assessments administered by the tutor(s).
3. **Data collected by tutors:** Reading Corps tutors and/or coaches collect the following data throughout the school year:
  - i. **Student assessment data:** Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by the program. Students tested include all students who have been served by Reading Corps in previous years, and any students the site would like to screen for eligibility for Reading Corps services.
  - ii. **Tutor log data:** Reading Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Reading Corps services each week. Reading Corps tutors will be responsible for entering this data into the Reading Corps Data Management System weekly.
  - iii. **Fidelity data:** Internal Coaches and Coaching Specialists will be responsible for using the assessment integrity checklists to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity. Internal Coaches will observe tutors twice per month.

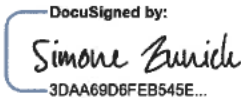
## CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2022-2023. The terms of this agreement will end on July 31, 2023 . Amendments to this agreement shall be done in writing.

### Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

#### Service Site Staff

Name Simone Zunich  
Title CFO  
Signature   
Date 9/6/2022 | 3:38 PM CDT

#### Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor  
Title Managing Director  
Signature   
Date 9/14/2022 | 1:24 PM CDT

# Math Corps Addendum

Reading & Math, Inc. DBA Ampact

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Math Corps for the 2022-2023 program year. Math Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

## Parties to this agreement:

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
- 933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, hereafter referred to as "Program", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

**A. Program Model.** The service site agrees to implement the Math Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Math Corps is called a tutor. Tutors are trained to provide 90 minutes of weekly tutoring to 4<sup>th</sup> – 8<sup>th</sup> grade students in small groups to improve student skills in foundational math content areas focusing on numbers, numerical operations, and algebra.
2. **Interventions and Assessments:** Tutors are responsible for delivering Math Corps interventions to a full caseload of students for 90 minutes weekly, and collecting data as described in the section below. Math Corps focuses on developing grade-level skills in working with whole and rational numbers, with a focus on operations and algebraic reasoning. It is curriculum neutral but standards-aligned, and it uses evidence-based practice strategies that improve conceptual understanding, procedural proficiency, and word problem-solving.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule in collaboration with the Coaching Specialist and tutor. The schedule should:

- i. Maximize student service, each tutor should have a full caseload of students
  - ii. Indicate the time the tutor should begin and end their time at school each day
  - iii. Allow for the tutor to serve the required number of hours per week:
    - 1. Full-time tutor = 35 hours per week
    - 2. Part-time tutor = 25 hours per week
    - 3. Reduced part time tutor = 18 hours per week
  - iv. Include sufficient time for tasks outside of tutoring, to include:
    - 1. Data entry and responding to email (must be done at the service site)
    - 2. Meetings and/or coaching sessions
    - 3. Preparation time for tutoring sessions
    - 4. Time to complete online training
4. **Content Specialist Role:** The Math Corps program assigns a Coaching Specialist to support the school in implementing Math Corps. The Coaching Specialist meets with the Internal Coach and Math Corps tutor on an as needed basis (average of 6 times per year) to review student progress, observe tutoring, and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
- i. Virtual Service Approval and Technology
    - 1. Math Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, Program will occasionally approve service in a virtual setting. Virtual service will be agreed upon in writing by both Program and the Service Site.
    - 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
    - 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

## B. Data Collection and Data Privacy

### 1. FERPA Expectations

- i. The service site understands that it is making available to Program some legally protected student data solely for the purpose of implementing the Math Corps program, including for research for the purposes of improving educational outcomes for students.
- ii. Tutors and Coaches that implement the Math Corps program will collect and record additional protected data as they implement the Math Corps model. Program requires that the service site take all necessary steps to protect student data as required by law.
- iii. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to

under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Service Site to Program.

- iv. In providing Math Corps and receiving data from the Service Site, Service Site considers Program a school official under the FERPA regulations (34 CFR 99.31(a)(1)) to whom the Service Site has outsourced institutional services or functions for which the Service Site would otherwise use its own employees, and the Service Site agrees that Program has a legitimate educational interest in receiving student data to offer Math Corps. Service Site must ensure its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its FERPA policy provides for the designation of Program for Math Corps.
- v. Program reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site’s annual FERPA notice of rights to eligible students and/or parents.

2. **Data required from Service Site:** The Service Site will ensure all requested student data are provided to Math Corps in a timely manner, and that all students served by Math Corps complete assessments administered by the tutor(s).

3. **Data collected by tutors:** Math Corps tutors and/or coaches collect the following data throughout the school year according to the prescribed schedule:

- i. Student assessment data
  - 1. Math Corps standardized assessments to determine eligibility and monitor student progress.
  - 2. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
- ii. Tutor log data
  - 1. Math Corps tutors maintain a tutor log to document the number of minutes and sessions each student receives of Math Corps services each week. Math Corps tutors are responsible for entering these data into the Math Corps Data Management System weekly.
- iii. Fidelity data
  - 1. Internal Coaches and Coaching Specialists are responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity.

**C. Site Fees:** The Service Site agrees to pay the site fee for the program. Site fees help to cover a portion of the program’s cost for member related expenses.

1. **Amount:**

- i. The amount of the site fee is dependent on when the member starts their service regardless of whether the member is full time (35 hours per week) or less than full-time (18-25 hours per week). Fees are outlined in the table below.

Member Start Date	Cost
Prior to December 31	\$1500

After January 1	\$1000
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- ii. The amount of the site fee is calculated based on the member(s) who are hired and begin service at the service site.
- iii. If a member exits the program within 90 calendar days of starting service, the site fee will be adjusted. The site fee will be waived in full for any member who exits within 30 calendar days of starting service. The site fee will be reduced by half for any member who exits the program between 31 and 89 calendar days after starting service.

**2. Invoice & Payment:**

- i. Invoices will be issued after 90 calendar days after member start date.
- ii. All payments are due within 30 days of receiving an invoice.

**3. Adjustments:**

- i. Any adjustments to the site fee amount and/or payment schedule will be agreed upon in writing by both Program and the site.

## CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2022-2023. The terms of this agreement are valid through July 31, 2023 . Amendments to this agreement shall be done in writing.

### Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

#### Service Site Staff

Name Simone Zurich

Title CFO

Signature

DocuSigned by:  
*Simone Zurich*  
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Date 9/6/2022 | 3:38 PM CDT

#### Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:  
*Sadie O'Connor*  
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Date 9/14/2022 | 1:24 PM CDT

# Math Corps K-3 Addendum

## Reading & Math, Inc. DBA Ampact

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Math Corps K-3 for the 2022-2023 program year. Math Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

### Parties to this agreement:

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1127 - Congdon Park Elementary, Duluth, Minnesota 55812
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, hereafter referred to as "Program", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

**A. Program Model.** Math Corps K-3 is an emerging program in its third year of implementation. This means that program implementation will continue to be refined and school partners will have the opportunity to provide feedback and help shape the model to meet the needs of their students and school environment. The service site agrees to implement the Math Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Math Corps is called a tutor. Tutors are trained to provide 20 minutes of daily tutoring to Kindergarten-3rd grade students with pairs of students to improve student skills in whole and rational number understanding, which includes skills such as counting, number comparisons, whole number operations, and a foundational understanding of rational numbers (e.g. fractions).
2. **Interventions and Assessments:** Tutors are responsible for delivering Math Corps interventions to a full caseload of K-3<sup>rd</sup> grade students for 20 minutes daily, and collecting data as described in the section below.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule in collaboration with the Coaching Specialist and tutor. The schedule should:
  - i. Maximize student service, each tutor should have a full caseload of students
  - ii. Indicate the time the tutor should begin and end their time at school each day
  - iii. Allow for the tutor to serve the required number of hours per week:
    1. Full-time tutor = 35 hours per week
    2. Part-time tutor = 25 hours per week

3. Reduced part time tutor = 18 hours per week
- iv. Include sufficient time for tasks outside of tutoring, to include:
  1. Data entry and responding to email (must be done at the service site)
  2. Meetings and/or coaching sessions
  3. Preparation time for tutoring sessions
  4. Time to complete online training
4. **Content Specialist Role:** The Math Corps program assigns a Coaching Specialist to support the school in implementing Math Corps. The Coaching Specialist meets with the Internal Coach and/or Math Corps tutor on an as needed basis (as often as once a month) to review student progress, observe tutoring, and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
  - i. Virtual Service Approval and Technology
    1. Math Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, Program will occasionally approve service in a virtual setting. Virtual service will be agreed upon in writing by both Program and the Service Site.
    2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
    3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

## B. Data Collection and Data Privacy

### 1. FERPA Expectations

- i. The service site understands that it is making available to Program some legally protected student data solely for the purpose of implementing the Math Corps program, including for research for the purposes of improving educational outcomes for students.
- ii. Tutors and Coaches that implement the Math Corps program will collect and record additional protected data as they implement the Math Corps model. Program requires that the service site take all necessary steps to protect student data as required by law.
- iii. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Service Site to Program.
- iv. In providing Math Corps and receiving data from the Service Site, Service Site considers Program a school official under the FERPA regulations (34 CFR 99.31(a)(1)) to whom the Service Site has outsourced institutional services or

- functions for which the Service Site would otherwise use its own employees, and the Service Site agrees that Program has a legitimate educational interest in receiving student data to offer Math Corps. Service Site must ensure its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its FERPA policy provides for the designation of Program for Math Corps.
- v. Program reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site's annual FERPA notice of rights to eligible students and/or parents.
2. **Data required from Service Site:** As an emerging program, Math Corps K-3 relies on school data-sharing partnerships to validate the tools and strategies of the program. The Service Site agrees to share universal academic screening data for students served by Program. Universal screening data are often collected 2-3 times each year. Commonly used screening assessments include MAP, STAR assessments, and CBM assessments. The Service Site will ensure all requested student data are provided to Math Corps in a timely manner, and that all students served by Math Corps complete assessments administered by the tutor(s).
  3. **Data collected by tutors:** Math Corps tutors and/or coaches collect the following data throughout the school year according to the prescribed schedule:
    - i. Student assessment data
      1. Math Corps uses a Benchmark Assessment to monitor student progress.
      2. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
    - ii. Tutor log data
      1. Math Corps tutors maintain a tutor log to document the number of minutes and sessions each student receives of Math Corps services each week. Math Corps tutors are responsible for entering these data into the Math Corps Data Management System weekly.
    - iii. Fidelity data
      1. Internal Coaches and Coaching Specialists are responsible for using Integrity Observation Checklists to observe tutors using the prescribed assessments and interventions to ensure fidelity.

## CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2022-2023. The terms of this agreement are valid through July 31, 2023 . Amendments to this agreement shall be done in writing.

### Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

#### Service Site Staff

Name Simone Zurich

Title CFO

Signature

DocuSigned by:  
*Simone Zurich*  
3DAA89D8FEB545E...

Date 9/6/2022 | 3:38 PM CDT

#### Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:  
*Sadie O'Connor*  
F79FB2870B21429...

Date 9/14/2022 | 1:24 PM CDT

**Certificate Of Completion**

Envelope Id: 8F16C60E6E28467B81BB080D63E9E541  
 Subject: Signature Requested - Minnesota Math Corps and Reading Corps Site Agreement 2022-2023  
 Source Envelope:  
 Document Pages: 28 Signatures: 8  
 Certificate Pages: 2 Initials: 1  
 AutoNav: Disabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Ampact  
 1200 Washington Ave S  
 Minneapolis, MN 55415  
 sites@ampact.us  
 IP Address: 52.54.43.157

**Record Tracking**

Status: Original  
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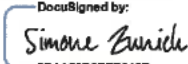
Holder: Ampact  
 sites@ampact.us

Location: DocuSign

**Signer Events**

Simone Zurich  
 simone.zunich@isd709.org  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 3DAAB9D6FEB545E...

Signature Adoption: Pre-selected Style  
 Using IP Address: 24.158.25.194

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 Resent: 9/6/2022 3:17:37 PM  
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 Signed: 9/6/2022 3:38:48 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Ampact Partnerships  
 sites@ampact.us  
 Reading & Math, Inc. dba Ampact  
 Security Level: Email, Account Authentication  
 (None)

DS  


Signature Adoption: Pre-selected Style  
 Using IP Address: 67.4.152.123

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 Signed: 9/14/2022 1:00:34 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sadie O'Connor  
 sadie.oconnor@ampact.us  
 Managing Director  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 F79FB2B70B21429...

Signature Adoption: Pre-selected Style  
 Using IP Address: 65.205.80.66

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 Signed: 9/14/2022 1:24:11 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Carbon Copy Events**

Brett Mensing  
brett.mensing@isd709.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mikayla Karels  
mikayla.karels@ampact.us  
Program Manager  
Reading & Math, Inc. dba Ampact  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status**

**COPIED**

**Timestamp**

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**COPIED**

Sent: 8/23/2022 9:32:46 AM  
Viewed: 9/6/2022 9:34:07 AM

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
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Security Checked  
Security Checked

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9/14/2022 1:24:11 PM  
9/14/2022 1:24:11 PM

**Payment Events**

**Status**

**Timestamps**



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT AMENDMENT NO. (1)

Board of Trustees of the  
Minnesota State Colleges and Universities  
Lake Superior College

Duluth Public Schools  
4316 Rice Lake Road  
Duluth MN 55811

Original Contract Effective Date: 07/01/2022  
Original Contract Expiration Date: 06/30/2023  
Amended Contract Expiration Date: \_\_\_\_\_

---

This amendment is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of Lake Superior College (hereinafter "MINNESOTA STATE"), and Duluth Public Schools; 4316 Rice Lake Road; Duluth MN 55811 an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

**Recitals**

WHEREAS, MINNESOTA STATE has a contract with the CONTRACTOR (hereinafter "Original Contract") to provide The Concurrent Enrollment or College in the Schools (CITS) program, and

WHEREAS, MINNESOTA STATE and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

**Contract Amendment**

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

**REVISION 1.9/19/22** Amendment to contract to drop AEO MATH 1150; Pre Calculus and update MATH 1150 Pre-Calculus from 5 credits to 4 credits.

**Attachment A - 2022-2023 LSC CITS COURSES**

**Cost: \$12,000 (5 x \$3000)**

The following courses will be covered under this Concurrent Enrollment agreement:

<b>AEO</b>	<b>MATH 1150</b>	<b>Pre-Calculus</b>	<b>5</b>	<b>Jenny Ahern</b>	<b>AY</b>
Denfeld	MATH 1150	Pre-Calculus	<del>5</del> 4	Tim White	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant	3	Kimberly Olson	Spring
East	MATH 1150	Pre-Calculus	<del>5</del> 4	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

\*\* Indicates courses that are considered one course for one fee

**Duluth Public Schools**

<b>District Name</b>	Duluth Public Schools
<b>District Number</b>	#709
<b>District Contact</b>	Joan Lancour
<b>District Contact Email</b>	joan.lancour@isd709.org
<b>AEO CITS Contact</b>	Paula Williams
<b>AEO CITS Contact Email</b>	paula.williams@isd709.org
<b>AEO Principal</b>	Nathan Glocke
<b>AEO Principal Email</b>	Nathan.glocke@isd709.org
<b>East CITS Contact</b>	Jamie Savre
<b>East CITS Contact Email</b>	Jamie.savre@isd709.org
<b>East Principal</b>	Danette Seboe
<b>East Principal Email</b>	danette.seboe@isd709.org
<b>Denfeld CITS Contact</b>	Leah Hamm-Digatono
<b>Denfeld CITS Contact Email</b>	leah.hamm-digatono@isd709.org
<b>Denfeld Principal</b>	Tom Tusken
<b>Denfeld Principal Email</b>	Thomas.tusken@isd709.org
<b>Curriculum &amp; Instruction</b>	Jennifer Larva
<b>Curriculum &amp; Instruction Email</b>	jennifer.larva@isd709.org

**Superintendent**  
**Superintendent Email**

John Magas  
superintendent@isd709.org

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

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

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES/Lake Superior College**

By (authorized signature and printed name)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of September, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Susan Sederberg, 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 August 1, 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.** *Please see School Nurse Duties Attached.*

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 \$65.00 hourly and \$15,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Attn: Susan Sederberg, 1818 Old North Shore Rd. 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.


[REDACTED]
9/8/22  
 Contractor Signature SSN/Tax ID Number Date

  
 Program Director 9/7/22  
 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).

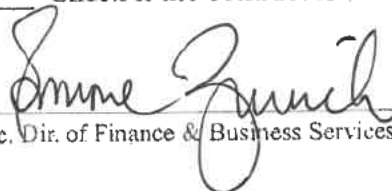
**Please check the appropriate line below:**

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	720	000	336	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


9-8-22  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



## CLASSIFICATION DESCRIPTION

TITLE: School Nurse

<b><u>Title of Immediate Supervisor:</u></b> Director of Special Services	<b><u>Department:</u></b> Special Services	<b><u>FLSA Status:</u></b> Exempt
<b><u>Accountable For (Job Titles):</u></b> Health Assistant, Registered Nurse		<b><u>Pay Grade Assignment:</u></b> Duluth Federation of Teachers, Local 692, A.F.T., Teachers' Salary Schedule

**General Summary or Purpose Of Job:**

Coordinates and assesses health issues relevant to the educational setting. Supervises and evaluates health assistants and other paraprofessionals regarding specific health areas. May provide services in specialized programs, such as Head Start health coordination.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary )	<b>FRE-QUENCY</b>
1.	Conducts and supervises health screenings on children, including Head Start children. Screenings include vision, muscle-eye balance, hearing, height and weight (growth), scoliosis, and educational medical information. Interprets vision and hearing results, including tympanometry, and determines the need for rescreening or referral. Monitors ongoing hearing and vision concerns.	Daily 30%
2.	Reviews and facilitates health evaluations of children and families. Reviews the past and current health history of each child to determine eligibility for programs like Head Start and for ongoing health and dental needs. Facilitates connections to community primary health and dental providers and, at times, facilitates transportation and funding for health and dental appointments.	Weekly 25%
3.	Supervises and provides for the administration of medications, as needed. Provides for the direct care and assessment of children in the classrooms, including lice screening. Reviews objective data, such as temperature, color, and lung sounds, to determine the state of health. Supervises and provides work assignments and training to health assistants and other paraprofessionals. Work assignments include administering medications, blood glucose monitoring, providing first aid.	Daily 10%



## CLASSIFICATION DESCRIPTION

### TITLE: School Nurse

4.	Establishes, maintains, reviews and updates student health records on an ongoing basis. Interprets medical records to the school staff, as necessary. Gathers and reviews health information for IEP's, IFSP's and SST assessments. Reviews and establishes Individual Health Plans and emergency plans, as indicated. Depending upon the age of the student population, for which health services are being provided, may initiate the permanent health record. Maintains records for third-party billings.	Monthly 10%
5.	Communicates with families, staff and community liaisons to interpret and facilitate the transfer of health data. Counsels staff, parents and students regarding health needs. Participates in supportive team meetings, staffings and conferences. Organizes and facilitates community advisory boards, such as the Health Advisory Council, regarding input, review and approval of health plans, including the Head Start Health plan.	Monthly 10%
6.	Provides training to staff, parents and health assistants throughout the year regarding school-specific and general health needs. Teaches various health-related issues, such as blood-borne pathogens, puberty issues, and hygiene, to students and staff. Provides health counseling. Works with the staff and community medical resources regarding linking health and medical needs. Attends workshops and training sessions in order to maintain skills. Keeps current on local, State and national health issues and concerns.	Daily 10%
7.	Reviews and assesses health histories, medical information, including State-mandated immunizations.	Monthly 5%
8.	Performs other duties of a comparable level or type.	As required

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and YWCA Early Childhood Center, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until May 5, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 411 N. 57th Ave W, Duluth, MN 55807.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond May 5, 2023; the contract not to exceed a total of 59 Days (attending 2 days per week. The District will pay 2 days per week @ \$88.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$88.00 per week and \$2,728.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to YWCA Early Childhood Center, 411 N. 57th Avenue W, Duluth, MN 55807.

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

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

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

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

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

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

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

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

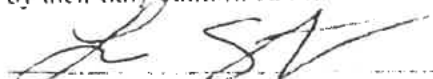
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

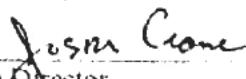
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

41-0096493  
SSN Tax ID Number

9/9/22  
Date

  
Program Director

9/2/22  
Date

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

**This contract is funded by either:**

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

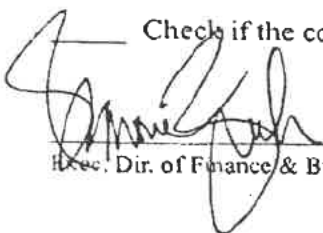
**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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



Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/7/22  
Date

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Contractor**

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

**Services**

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

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

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

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

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

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

**Fees**

The date of service will begin *September 1, 2022* and shall not extend beyond *January 22, 2023*, the contract not to exceed *86 days* and *4 hours per day*. The district agrees to reimburse Residential Services Inc. **\$21.50 per hour** for a sum not to exceed **\$7,396.00** for the time worked with [REDACTED] while participating in school activities.

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

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

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

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

*Check all that apply below*

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

Services are consultative with special education staff.

Services are during times of Distance Learning only.

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

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

**Site of Service**

Services to be provided at school site(s)

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

## **Payment**

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

Duluth Public Schools  
Attn: Jason Crane  
4316 Rice Lake Rd. Suite 108  
Duluth, MN 55811

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

## **Term**

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

## **Cancellation Clause**

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

## **Independent Contractor**

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

## **Hold Harmless**

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

## **Privacy of Pupil Records**

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

## Insurance

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

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

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

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

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

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

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

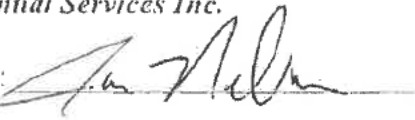
Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days'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

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

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

## Compliance

*Residential Services Inc.*

Signed: 

Title: Executive Director

Date: 9/26/22

*Duluth Public Schools*

Signed:  Signed: 

Title: Director of Special Education

Title: Executive Director of Finance & Business Services

Date: 9/26/22

Date: 9/22/22

*Budget Code*

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until January 18, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 12, 2022 and shall not extend beyond January 18, 2023; the contract not to exceed a total of 66 Days (attending 4 days per week. The District will pay 4 days per week @ \$100.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$100.00 per week and \$1,800.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until March 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 12, 2022 and shall not extend beyond March 2, 2023; the contract not to exceed a total of 86 Days (attending 4 days per week. The District will pay 4 days per week @ \$100.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$100.00 per week and \$2,300.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

Julie A. Walsh 41-1927587 9/27/22  
 Contractor Signature SSN/Tax ID Number Date

Joselyn Cane 9/22/22  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

Emmale Zwick 9/23/22  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2022 and shall remain in effect until May 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is September 6, 2022 and shall not extend beyond May 8, 2023; the contract not to exceed a total of 96 Days (attending 3 days per week. The District will pay 3 days per week @ \$210.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$210.00 per month and \$1,8900.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

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



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2022 and shall remain in effect until March 6, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is September 6, 2022 and shall not extend beyond March 6, 2023; the contract not to exceed a total of 67 Days (attending 3 days per week. The District will pay 3 days per week @ \$420.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$420.00 per month and \$2,940.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

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



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Mary's Child Care Center, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 27, 2022 and shall remain in effect until June 1, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 530 E 2nd Street, Duluth, MN 55805.

The approximate date the service will begin is September 27, 2022 and shall not extend beyond June 1, 2023; the contract not to exceed a total of 64 Days (attending 2 days per week. The District will pay 2 days per week @ \$68.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$68.00 per week and \$2,244.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to St. Mary's Child Care Center at 530 E 2nd Street, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

**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.

Virginia H. Bell 41-0695604 9/28/22  
 Contractor Signature SSN/Tax ID Number Date

Jason Crane 9/23/22  
 Program Director Date

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

**This contract is funded by either:**

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

Ernie Zuil 9/23/22  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13, 2022 and shall remain in effect until March 27, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is September 13, 2022 and shall not extend beyond March 27, 2023; the contract not to exceed a total of 76 Days (attending 3 days per week. The District will pay 3 days per week @ \$215.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$215.00 per month and \$1,505.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

Sandra Utley      41-070-5829      9/27/22  
 Contractor Signature      SSN/Tax ID Number      Date

Jason Crane      7/23/22  
 Program Director      Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

Ernie Zink      9/23/22  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair      Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13, 2022 and shall remain in effect until May 25, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: [REDACTED]

The approximate date the service will begin is September 13, 2022 and shall not extend beyond May 25, 2023; the contract not to exceed a total of 100 Days (attending 3 days per week. The District will pay 3 days per week @ \$335.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$335.00 per month and \$3,015.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

*Sandra Httley*      41-070-5829      9/27/22  
 Contractor Signature      SSN/Tax ID Number      Date

*Jason Crane*      \_\_\_\_\_      9/23/22  
 Program Director      \_\_\_\_\_      Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

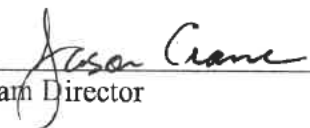
01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

*Emme Zuil*      \_\_\_\_\_      9/23/22  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair      Date

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

Contractor Signature	SSN/Tax ID Number	Date
		9/23/22
Program Director		Date

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

Check if the contract will be paid using Student Activity Funds

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

	9/23/22
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12 day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Flinner, 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 September 16, 2022 and shall remain in effect until September 17, 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 assistance in technology production during Juneteenth: A Kumbayah Story at Denfeld High School on Sept 16, 2022.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$40 hourly and \$ 200 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: Nate Smith, 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)

720 W. Fred St. Duluth MN 55806

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.

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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.

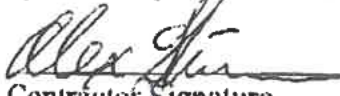
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**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.

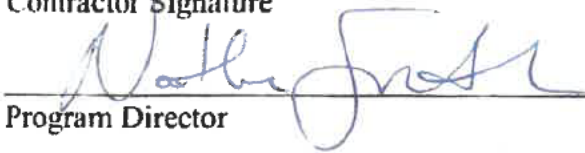
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**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

46-43 00055  
 SSN/Tax ID Number

9/13/22  
 Date

  
 Program Director

9/13/22  
 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.

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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).

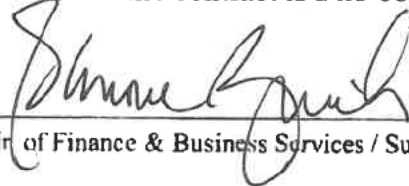
**Please check the appropriate line below:**

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	313	305	311
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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/20/22  
 Date

# Blackboard®

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Duluth Independent School District 709** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

## A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$9,014.27
Period 2	\$15,750.00
Period 3	\$15,750.00
<b>Contract Total</b>	<b>\$40,514.27</b>

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
1	WCM-CRT-CONFIG	TEMPLATE CONFIGURATION SERVICE	01-Sep-2022 to 30-Jun-2023	NA
260	WCM-TRNOL-MIGR	TRAINING CONTENT MIGRATION	01-Sep-2022 to 30-Jun-2023	NA
17	WCM-ACT-ESSN	ACTIVATION WCM ESSEN Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-IMPL-ES-LDAP	IMPL WCM ESSENTIAL SECURE LDAP	01-Sep-2022 to 30-Jun-2023	NA
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE	01-Sep-2022 to 30-Jun-2023	NA
<b>Period 1 Total</b>				<b>\$9,014.27</b>

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
<b>Period 2 Total</b>				<b>\$15,750.00</b>

Period 3				
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Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
<b>Period 3 Total</b>				\$15,750.00

#### B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 01-Sep-2022

#### C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

#### D. Special Provisions


Sales Approved: Quintin Graves

Initial: 

Sales Approved:


Initial:

Customer: Duluth Independent School District 709  
Signature:



Name: ~~Adele Wellens~~ *Simone Zurich*  
Title: *Excl. Dir. of Finance + Business Services*  
Date: *9/10/22*

Blackboard Inc.  
Signature:



Name: Michael Pohorylo  
Title: Associate General Counsel  
Date: 12-Sep-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number: PO Amount:

Attach PO or send PO to [Operations@blackboard.com](mailto:Operations@blackboard.com)(Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name:	Email:
2. Name:	Email:
3. Name:	Email:

**PURCHASE OF SERVICE AGREEMENT  
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH  
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **ISD #709 Duluth Public Schools**, 4316 Rice Lake Road, Suite 108 Duluth, MN 55811 , hereinafter referred to as "District", for the period of July 1, 2022 to June 30, 2024.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the "Every Student Succeeds Act", the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from July 1, 2022 to June 30, 2024.

2. EDUCATIONAL PLACEMENT DECISIONS:

County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shared with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non- area school or district The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:  
Lisa King, Business Services Supervisor  
St. Louis County Public Health and Human Services  
Business Services, Government Services Center  
320 West 2nd Street, Room 401  
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Business Services Supervisor:  
Lisa King  
[kingl@stlouiscountymn.gov](mailto:kingl@stlouiscountymn.gov)  
Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

- 6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.
- 6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:
- 6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- 6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.
- 6.3.3 CFS Division Directors for PHHS:  
 Northern St. Louis County – Nicole Curphy  
[CurphyN@stlouiscountymn.gov](mailto:CurphyN@stlouiscountymn.gov)  
 Ph) 218-471-7771
- Southern St. Louis County – Chris Heazlett  
[heazlettc@stlouiscountymn.gov](mailto:heazlettc@stlouiscountymn.gov)  
 Ph) 218- 726-2202
- 6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.
- 6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.
7. PROVIDER NOT AN EMPLOYEE:  
 It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.
8. INDEMNIFICATION:  
 Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - PHHS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contacts:

13.1 Southern St. Louis County

Steve Moodie, CFS Supervisor

218- 726-2032

[MoodieS@stlouiscountymn.gov](mailto:MoodieS@stlouiscountymn.gov)

13.2 Northern St. Louis County

Matthias Norenberg, CFS Supervisor

218-262-6062

[NorenbergM@stlouiscountymn.gov](mailto:NorenbergM@stlouiscountymn.gov)

14. NOTICES/COMMUNICATIONS - SCHOOL

All notices and communication pursuant to this Agreement will be directed to the District point of contact:

14.1 Lisa Larson (primary contact)

FIT Coordinator

[lisa.larson2@isd709.org](mailto:lisa.larson2@isd709.org)

14.2 Darren Sheldon

Federal Programs Coordinator

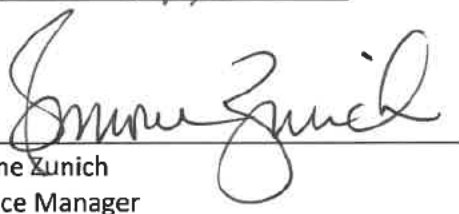
[darren.sheldon@isd709.org](mailto:darren.sheldon@isd709.org)

IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2022 to June 30, 2024.

**DISTRICT**

  
\_\_\_\_\_  
John Magas  
Superintendent

Date: 9/19/22

  
\_\_\_\_\_  
Simone Zunich  
Finance Manager

Date: 9/20/22

**COUNTY**

\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director

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

Approved as to form and execution:

\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney

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

**TAX ID: 41-6003776**



## MONTHLY PARKING AGREEMENT

### INTERSTATE PARKING COMPANY OF MINNESOTA LLC

ACCOUNT NUMBER

BY COMPLETING THE INFORMATION BELOW, YOU ARE CONSENTING TO INTERSTATE PARKING COMPANY OF MINNESOTA LLC USING THE INFORMATION TO MANAGE YOUR ACCOUNT, CONTACT YOU, AND, IF NECESSARY, DISCLOSE YOUR ACCOUNT INFORMATION TO A COLLECTION AGENCY.

Check all that apply:  MONTHLY PARKING AND/OR  NEW ACCOUNT OR  CORPORATE OR  VALIDATION ACCOUNT  EXISTING ACCOUNT  INDIVIDUAL  PARKING USED FOR RESIDENTIAL PURPOSES

NAME <b>I 90 709 / ALC</b>		COMPANY <b>Duluth Public Schools</b>	
HOME ADDRESS		CITY / STATE	ZIP CODE
BUSINESS ADDRESS <b>4316 Pine Lake Rd. Attn. AP</b>		CITY / STATE <b>Duluth MN</b>	ZIP CODE <b>55811</b>
HOME/MOBILE PHONE <b>218 336 8704</b>	BUSINESS PHONE <b>same</b>	FAX	EMAIL <b>ap.vendor@isd709.org</b>
VEHICLE MAKE	VEHICLE MODEL / COLOR	VEHICLE PLATE & STATE	
ALTERNATE VEHICLE MAKE	ALTERNATE VEHICLE MODEL / COLOR	ALTERNATE VEHICLE PLATE & STATE	
DRIVER'S LIC. NO.	PARKING TO COMMENCE (ALLOW 5 BUSINESS DAYS)	FACILITY NO.	
ACTIVATION FEE (NON-REFUNDABLE) \$20.00 PER PARKER	INITIAL MONTHLY RATE \$ PER PARKER	PRO-RATE AMOUNT (IF ANY) \$	TOTAL DUE \$

**CORPORATE ACCOUNTS - TO ENSURE THE MOST ACCURATE BILLING, PLEASE ATTACH A CURRENT LISTING OF ALL PARKERS ASSIGNED TO YOUR ACCOUNT. LISTING SHOULD INCLUDE PARKER NAME, AUTO MAKE, MODEL, PLATE NUMBER WITH STATE, AND ACCESS CARD NUMBER.**

PLEASE SELECT OPTIONAL AUTO-PAYMENT METHOD AND INVOICE DELIVERY METHOD BELOW

#### A: DIRECT WITHDRAWAL

ACCOUNT TYPE	
BRANCH	BANK
ACCOUNT NO.	
ABA/ROUTING NO.	

It is the customer's responsibility to cancel the authorization upon termination, and, if the customer fails to do so, the liability of Interstate Parking Company of Minnesota LLC is limited to the refund of a maximum of 2 monthly payments. All rejected transactions will be charged a \$25.00 administrative fee. FOR VERIFICATION PLEASE ENCLOSE ONE OF YOUR CHECKS MARKED "VOID". PLEASE DEBIT MY/OUR ACCOUNT ON THE FIRST OF EACH MONTH FOR PAYMENTS PAYABLE TO INTERSTATE PARKING FOR THE AMOUNT OF MY/OUR MONTHLY PARKING RENT PLUS ANY APPLICABLE TAXES. YOUR TREATMENT OF EACH PAYMENT SHALL BE THE SAME AS IF I/WE HAD PERSONALLY ISSUED A CHECK AUTHORIZING YOU TO PAY AS INDICATED AND TO DEBIT THE AMOUNT TO MY ACCOUNT. THIS AUTHORIZATION MAY BE CANCELED ANY TIME UPON WRITTEN NOTICE BY ME/US. ANY DELIVERY OF THIS AUTHORIZATION TO YOU CONSTITUTES DELIVERY BY ME/US. FOR A JOINT ACCOUNT, ALL DEPOSITORS MUST SIGN IF MORE THAN ONE SIGNATURE IS REQUIRED ON ACCOUNT.

SIGNATURE \_\_\_\_\_

#### B: CREDIT CARD

FOR SECURITY PURPOSES, ALL CUSTOMERS ARE REQUIRED TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM VIA INTERSTATE PARKING COMPANY LLC'S WEBSITE. PLEASE CHECK THE BOX BELOW AND A CUSTOMER SERVICE REPRESENTATIVE WILL CONTACT YOU WITH SPECIFIC INSTRUCTIONS.

PLEASE SEND ME INSTRUCTIONS TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM

PREFERRED CONTACT METHOD  EMAIL  PHONE

#### C: INVOICE DELIVERY

Email invoice  Mail to residential address  Mail to business address

By signing below, I accept and agree to this monthly parking agreement with Interstate Parking Company of Minnesota LLC, including the attached terms and conditions and any amendments, if applicable; all of which are attached hereto and made a part of this agreement. **Please sign attached terms and conditions, amendments, and/or addendums.**

MONTHLY PARKING RENTAL AGREEMENT SIGNATURE: \_\_\_\_\_

#### OFFICE USE ONLY

FACILITY NO.	TRANSPONDER NO.	RESERVED STALL NO.
START DATE	RATE CODE	INITIAL MONTHLY RATE
PERMIT/DECAL NO	ACCESS CARD NO.	FOB NO.

Interstate Parking Company of Minnesota LLC | The Parking Store, 11 E. Superior Street, Ste. 420 | Duluth, Minnesota 55802  
 Phone: (218) 727-PARK (7273) | Fax: (218) 727-8232 | duluth@interstateparking.com  
 www.interstateparking.com

**MONTHLY PARKING AGREEMENT – TERMS AND CONDITIONS**  
The following terms and conditions form a part of the monthly parking agreement with Interstate Parking Company of Minnesota LLC ("IPC").



1. Parking charges (and any applicable taxes) are due in advance without demand on the first day of each month for that month, and any outstanding amounts are subject to interest charges at the rate of 2% per month compounded monthly (26.8% per annum). If your account is past due by more than 7 days, your monthly parking credential (access card or permit) will be invalidated and you must pay the daily posted parking fee until your account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly parking charges. Failure to pay the daily fee may result in a violation notice being issued and/or your vehicle being immobilized or towed at your expense.
2. Monthly parking rates are subject to change by IPC upon one calendar month's notice.
3. There is a three full month minimum before you may terminate the monthly parking agreement. After three full months, you may terminate the monthly parking agreement upon a full thirty (30) day WRITTEN notice to IPC at the address set forth on page 1 (11 E. Superior Street, Ste. 120, Duluth, MN 55802) or via email to [duluth@interstateparking.com](mailto:duluth@interstateparking.com). Notices not received by the 1<sup>st</sup> of the month will be effective as of the last day of the next month. There are no mid-month terminations.
4. Activation / processing fees for access cards and permits are nonrefundable.
5. Declined credit / debit cards will be reprocessed as early as the first business day after the due date and will be subject to a reprocessing fee.
6. At all times a valid permit must be visibly displayed from the rearview mirror of the vehicle with the "number" facing the windshield (except if no permit has been issued). Failure to do so will be considered a breach of the monthly parking agreement and, in addition to any other remedies available to IPC, may result in violation notice being issued and/or your vehicle being immobilized or towed at your expense. Any misuse of a permit or access card will also be considered a breach of this agreement.
7. Permits and access cards are only valid for the parking facility for which they are issued. If the same permit number is found on more than one vehicle at a time, or if a permit or access card is used to admit more than one vehicle at a time into the parking facility, that permit or access card will automatically be deemed invalid, and IPC or the City of Duluth may issue a violation notice and/or immobilize or tow one or more of the vehicles in addition to any other remedies available to IPC and the City of Duluth.
8. Permits and access cards remain the property of IPC. Damaged permits and access cards will be replaced free of charge if returned to IPC. Lost or stolen permits and access cards will be replaced upon payment of a new activation / processing fee at the then current rate.
9. Parking charges are for the licensed use of parking space only, and IPC and the City of Duluth are not responsible for any injury, claims, loss, or damage to you, your passengers, your vehicle, or its contents. All articles left in your vehicle are at your own risk of loss.
10. Any power supplied at the parking facility is only for use with a block heater or for charging an electric vehicle, and the use of any interior car warmer is prohibited. Use of parking facility power supply for a block heater or for charging an electric vehicle is entirely at your own risk, and IPC and the City of Duluth are not liable in the event that a vehicle fails to start or injury, damage, or other loss occurs.
11. Motorcycles, bicycles, and trailers are prohibited from entering the premises of all parking facilities unless specifically authorized by IPC, and you agree not to enter the facility with the same. Further you agree that any damage, injury, or loss of any kind incurred as a result of entering the facility with the aforementioned vehicles is your sole responsibility and neither IPC nor the City of Duluth bears any liability related to such damage, injury, or loss.
12. The parking of unlicensed or uninsured vehicles, the general storage of vehicles, and the repair or maintenance of vehicles are prohibited. Vehicles with equipment that is noncompliant with Minnesota law, inoperable vehicles, mechanically unsafe vehicles, and vehicles carrying improperly secured loads are prohibited. The parking of vehicles that, in the opinion of IPC, pose any kind of hazard or contain hazardous or objectionable contents or displays is also prohibited and may result in immediate towing at your expense. Leaving a vehicle parked for more than 5 consecutive days is prohibited and may result in towing at your expense unless written authorization is received in advance from IPC.
13. At all times when operating a vehicle within the parking facility, you must act with caution – utilizing defensive driving practices, following any posted speed limit and traffic direction signs, and never driving faster than is safe for ambient conditions. Careless operation of a vehicle – including but not limited to speeding, tailgating, and failing to yield to pedestrians – may result in termination of this monthly parking agreement without advance notice.
14. IPC reserves the right at any time and from time to time to refuse parking at your normal location. IPC will use reasonable efforts to relocate you to another IPC location for the period your normal location is unavailable. No refund or credit will be issued for the period your normal location is unavailable.
15. This monthly parking agreement is not assignable or transferable without the consent of IPC. Changes in the name of the account holder are strictly prohibited except for a documented legal name change.
16. Any additional terms and conditions (except those relating to parking rates) displayed on the signage at the parking facility are a part of this agreement. Vehicles must not be parked in such a way as to block traffic, take up more than one space, or violate any laws or regulations. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.
17. The terms and conditions set forth herein are subject to change by IPC with advance written notice.

INTERSTATE PARKING COMPANY OF MINNESOTA LLC

x *Simone Zwick* 9/21/22  
Monthly Parking Customer Signature Date

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

**RE: Technology Village Parking**

1 message

Jace LeGarde <jlegarde@interstateparking.com>  
To: Brett Mensing <brett.mensing@isd709.org>  
Cc: nathan glockle <nathan.glockle@isd709.org>

Wed, Sep 21, 2022 at 3:02 PM

It's going to be \$85/month for the Tech Village, plus a one-time \$20 activation fee per card.

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)

(218) 727-7275 Ext. 2



**Cost breakdown**

**36 month lease**

-10 months paid for since 10/21

\$85/month x 26 months = \$2,210

\$2,210 x 5 spots = \$11,050

\$11,050 + initial \$100 fee =

Grand total of \$11,150 for remainder of lease

**From:** Brett Mensing <brett.mensing@isd709.org>  
**Sent:** Wednesday, September 21, 2022 2:58 PM  
**To:** Jace LeGarde <jlegarde@interstateparking.com>  
**Cc:** nathan glockle <nathan.glockle@isd709.org>  
**Subject:** Re: Technology Village Parking

[EXTERNAL]

Hi Jace,

I was meaning to ask -- do you have a rough estimate as to the cost of these five parking spots?

This will be used for board reporting purposes.

Thanks!

-Brett

On Wed, Sep 21, 2022 at 2:51 PM Jace LeGarde <jlegarde@interstateparking.com> wrote:

Thanks Brett!

Nathan, you can have the people who need parking passes fill out this form and send them back to me whenever is convenient!

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)

(218) 727-7275 Ext. 2



**From:** Brett Mensing <[brett.mensing@isd709.org](mailto:brett.mensing@isd709.org)>  
**Sent:** Wednesday, September 21, 2022 2:48 PM  
**To:** Jace LeGarde <[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)>  
**Cc:** nathan glockle <[nathan.glockle@isd709.org](mailto:nathan.glockle@isd709.org)>  
**Subject:** Re: Technology Village Parking

[EXTERNAL]

Good afternoon, Jace,

Please see the attached document you requested.

Please let me know if you need additional information or have any questions.

Thank you,

*Brett*

**Brett S. Mensing**

Business Services Coordinator | Executive Assistant to the CFO | Election Clerk

Independent School District #709 | [4316 Rice Lake Road, Suite 108](https://www.isd709.org) | Duluth, MN 55811

**Email:** [brett.mensing@isd709.org](mailto:brett.mensing@isd709.org) | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773

**Hours:** 7:30 a.m. - 4:00 p.m.

***Please note our new address.***

On Wed, Sep 21, 2022 at 8:38 AM Jace LeGarde <[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)> wrote:

Morning Brett!

Sounds good! You can fill out this form (just the pink highlighted parts) and we'll have the new parkers fill out their own individual ones. Let me know if you have any questions!

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)

(218) 727-7275 Ext. 2



**From:** Brett Mensing <[brett.mensing@isd709.org](mailto:brett.mensing@isd709.org)>  
**Sent:** Tuesday, September 20, 2022 12:58 PM  
**To:** Jace LeGarde <[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)>  
**Subject:** Re: Technology Village Parking

[EXTERNAL]

Hi Jace,

Thank you for reaching out!

I have been approved to go ahead with a direct pay --

You will have to send an invoice to me, then I will get it signed and brought to our AP dept. for processing.

Before then, do you need me to fill out the agreement?

Please let me know, and we'll get this in motion.

*Brett*

**Brett S. Mensing**

Business Services Coordinator | Executive Assistant to the CFO | Election Clerk

Independent School District #709 | [4316 Rice Lake Road, Suite 108](#) | Duluth, MN 55811

**Email:** [brett.mensing@isd709.org](mailto:brett.mensing@isd709.org) | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773

**Hours:** 7:30 a.m. - 4:00 p.m.

***Please note our new address.***

On Tue, Sep 20, 2022 at 9:06 AM Jace LeGarde <[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)> wrote:

Hi there Brett!

I just spoke with Nathan, and it sounds like they are going to need five additional parking passes for the Technology Village Ramp. I was wondering what the best way to go about billing this would be. I've attached our parking agreement for you to look at. Let me know what questions you have!

Thanks!

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

[jlegarde@interstateparking.com](mailto:jlegarde@interstateparking.com)

(218) 727-7275 Ext. 2



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## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23rd day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Men as Peacemakers, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2022 and shall remain in effect until June 30, 2023, 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 lead MEGA Group meetings onsite at Lincoln Park Middle School and Myers-Wilkins, Piedmont and Laura MacArthur Elementary Schools. The purpose of this group is to build social-emotional skills, conflict resolution and leadership skills. Groups will happen once a week and will occur over lunch and/or recess periods. The Contractor agrees to obtain parental permission for those students who wish to participate. The District agrees to provide a room/space as needed.

Contractor will lead Girls Restorative Group meetings onsite at Lincoln Park Middle School and Denfeld High School. The purpose of the group is to create inclusive and safe places where girls develop authentic, supportive relationships, and social emotional skills by changing the narrative of what it means to be a black and brown girl. This program gives youth the tools and inspiration to have power over their own lives by experiencing leadership within their community.

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.** There is no cost to the student for the services. The District will contribute a total of \$7,000 for the Contractor's services.

5. **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.

6. **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.

7. **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.

8. **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: Jacob Laurent, 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) Men as Peacemakers, Attn: Laura Gapske, 123 W Superior St, Duluth, MN 55802.

9. **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.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

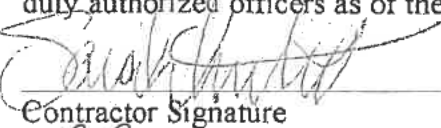
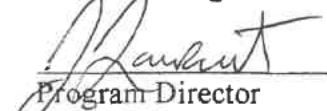
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**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.

16. **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.

**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	41-1841689 SSN/Tax ID Number	9/22/22 Date
 Program Director		9/22/2022 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:**

XXX 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).

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

*Sarah Carter*  
 Executive Dir. of Finance & Business Services

*James Smith*

9/22/22  
 Date

Lincoln Park: 01-E-225-211-160-305-000

Myers: 01-E-540-203-160-305-000

Piedmont: 01-E-550-203-160-305-000

Laura MacArthur: 01-E-525-203-160-305-000

Derfeld: 01-E-215-211-160-305-000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and 1st Witness, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6th, 2022 and shall remain in effect until June 30th, 2023, 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.** 1st Witness will provide Child Sexual Abuse Prevention information to both parents and children of Duluth Public School elementary sites upon request.
3. **Background Check.** Not applicable

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 **\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 staff training meeting per site, and 1 social worker training district wide.

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: Jacob Laurent, 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) 1st Witness, 4 W 5th St, Duluth, MN 55806.

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.

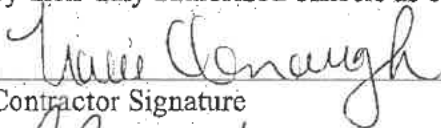
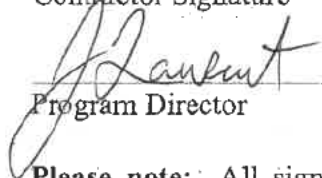
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**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.

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 9/21/22  
  
 Program Director \_\_\_\_\_ Date 9/21/22

**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:**

XXX 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	030	000	305	042
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

  
 Executive Dir. of Finance & Business Services \_\_\_\_\_ Date 9/21/22

**First Witness Child Advocacy Center**

4 West 5th Street  
Duluth, MN 55806 US  
218-727-8353  
firstwitness@jmrfg.com



**INVOICE**

**BILL TO**  
Duluth Public Schools

**INVOICE** 2288  
**DATE** 06/15/2022  
**TERMS** Net 30  
**DUE DATE** 07/15/2022

DATE	DESCRIPTION	HOURS/QTY	RATE	AMOUNT
06/01/2022	Safe and Strong Child® Programming ISD 709	1	5,000.00	5,000.00

Thank you for utilizing First Witness Safe and Strong Child® prevention education program. We look forward to continuing our partnership during the 2022/23 school year.

**BALANCE DUE**

**\$5,000.00**

*Thank you!*

*This invoice was sent via email to Jacob Laurent on 6/16/2022*

*-Madeline Kvale*



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Don Lepper</b>	donald.lepper@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for September 28, 2022 - September 30, 2022 with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i>	

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

<b>Printed Name:</b> <i>Simone Zunic</i>	<b>Title:</b> <i>Exec. Dir. Finance and Business</i>	
<b>Signed Name:</b> <i>Simone Zunic</i>	<b>Date:</b> <i>9/13/22</i>	
<b>Billing Contact:</b> <i>Accounts payable</i>	<b>Billing Address:</b> <i>4316 Rice Lake Road, Suite 108</i> <i>Att: AP</i> <i>Duluth MN 55811</i>	
<b>Billing email address:</b> <i>a.p.vendor@isd709.org</i>		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

Budget Code

79 E 565 298 000 398 475

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

Today's Date: September 13, 2022

**No Cost Contracts Signed  
September 2022**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
MNSaves   TIAA	Human Resources	Minnesota 529 College Savings Plan. MNSaves at Work is a free voluntary benefit offered through payroll direct deposit
AJC (Arrowhead Juvenile Center)	Duluth Treatment Centers	District will provide screening, educational programs, services for FY23 and FY24
Second Harvest Northern Lakes Food Bank	Laura MacArthur ES	The Backpack Program helps solve child hunger by providing nutritious and easy-to-prepare food for children to take home on weekends and during school vacation
Fond du Lac Tribal and Community College	Indian Education	FDLTCC will place qualified students enrolled in its education program for participation in a student teaching or field experience at ISD 709



### MNSaves as a Voluntary Employer Benefit: ISD 709

TIAA-CREF Tuition Financing, Inc. (TFI) is plan manager and TIAA-CREF Individual & Institutional Services, LLC, member FINRA, is distributor and underwriter for the Minnesota 529 College Savings Plan, on behalf of the Minnesota Office of Higher Education.

MNSaves at Work is a **free** voluntary benefit offered through payroll direct-deposit. There is no cost to the employer and no cost to the employee for accessing MNSaves through their employer.

TFI will provide ISD 709 with the following services:

Support & Resources	Services Added	Delivery Dates/Notes (If applicable)
529 educational webinars (live)	Yes	TBD
Dedicated 529 Consultant: Provide employee education and support.	Yes	Chris McLeod
Resources for your benefits portal: PDF Flyers, Videos and consultant's letterhead.	Yes	Once SOW and/or logo received
Support the following events: Open enrollment and benefits/wellness fairs	Yes	When applicable
Benefit announcement support: Email and flyer	Yes	Once SOW and/or logo received
Promotions: MNSaves to provide information and resources for any promotion we offer	Yes	When applicable

ISD 709 agrees to supply TFI with its company logo and for TFI to use the logo in marketing and promotion materials (e.g. mnsaves.org website, social media applications, or brochures). The social media push is an added benefit we make available to our Workplace Savings employer partners as it yields great brand exposure and goodwill in the public eye, while also serving to position our employer partners as desirable employment destinations. Company logo can be removed from marketing and promotion materials at any time upon request of company.

This service can be terminated at will.

Sincerely,

Gloria Yvette Haring, Director

Name/Title

Theresa Severance, HR Director

Name/Title

8/30/2022

Date

9/1/2022

Date

TIAA-CREF Individual & Institutional Services, LLC, Member FINRA and SIPC, distributes securities. Advisory services provided by Advice & Planning Services, a division of TIAA-CREF Individual & Institutional Services, LLC,

35 N Lake Avenue | Suite 800 | Pasadena, CA 91101 [tiaa.org](http://tiaa.org)

**AGREEMENT**  
**School Years 2022-23 and 2023-24**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of September, 2022, by and between Independent School District #709, a public corporation, (hereinafter called the "District") and Arrowhead Regional Corrections/Arrowhead Juvenile Center, an independent contractor, (hereinafter called "Contractor".)

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

The terms and conditions of this Agreement are as follows:

**1. Dates of Service.**

This Agreement shall be deemed to be effective as of September 1<sup>st</sup> 2022, and shall remain in effect until July 30<sup>th</sup> 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

**The District will provide the following services:**

- a) Educational screenings will be done on all juveniles held longer than 72 hours excluding weekends and Holidays and periods when schools is not in session using the educational screening tool identified by the District, unless the juvenile has a current individual education plan and a copy is in the AJC client's file. (2960 Rule: 125A52 DHS and DOC Education Screening).
- b) Education programs and services will be provided to AJC residents that are consistent with Department of Education rules and statutory requirements governing education of a resident. If it is suspected that a resident has a disability, an educational evaluation must be conducted according to applicable rules to determine if the resident has a disability. Staff will ensure that the appropriate evaluation is completed and will assist a student who has disabilities and needs special education and related services to obtain those services. (2960.0270 Subp. 7.)
- c) Educational services will be provided to residents according to items i-ii, except where not applicable, due to the age of the resident or the resident's short stay in the facility. (2960.0080 Subp. 9.)
  - i) Facilitate educational programs that provide for instruction during the same school calendar established for the other schools in the District, if required by law; get the approval of the education services from the Department of Education
  - ii) Facilitate the resident's school attendance and homework activities.

- d) The District will work with the Contractor to provide transitional programming to ensure a smooth transition back to their home school per the IEP or regular education plan.
- e) The District will work with the Contractor to provide education about chemical health to the resident who has had a problem related to inappropriate chemical use, but who does not have a sufficient chemical use history to refer to treatment. The education must provide the resident with opportunities to examine the problems associated with inappropriate chemical use.

**The Contractor will:**

- a) Meet the physical plant and equipment requirements of the Department of Education for the provision of educational services.
- b) Cooperate with the District to provide the educational services at AJC and provide correctional services as needed to ensure safety for District staff within the facility.
- c) The Contractor will inquire at least every 90 days to determine whether the resident is receiving the education required by law and the resident's individual education plan that is necessary for the resident to make progress in the appropriate grade level. AJC will report the resident's educational progress to the case manager or placing agency. The contractor will facilitate education for any residents who have already graduated.

**3. Background Check.**

The Contractor follows the Department of Corrections and Department of Public Health license rules and does criminal record checks on all employees before they can be hired and work directly with any residents. The District is responsible for following license requirements as required by the Minnesota Department of Education and Minnesota statutes. Both the Contractor and District are precluded from performance of contract until the results of the criminal background check(s) are on file.

**4. Reimbursement.**

The District will provide services to residents of District #709 who are at AJC and bill for residents of Minnesota school districts for reimbursement at the current rate established by ISD #709 in accordance with current state statutes. For out of state school districts, AJC will reimburse the District at the current rate established by ISD #709 in accordance with current state statutes and will bill out of state counties for educational services provided to youth in AJC for more than 72 hours, excluding weekends and holidays. AJC's contracts with out of state counties will specify that the counties will be responsible for educational costs for youth residing at AJC longer than 72 hours.

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

- a. There is no exchange of money from the District to AJC. The District bills directly to other districts for payment back to the District.

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. 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 the District 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.

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

**10. Notices.**

All notices to the District shall be sent in writing to Director of Business Services, ISD 709, Duluth Public Schools, 4316 Rice Lake Road, Duluth MN 55811. All notices to Contractor shall be sent in writing to Superintendent, Arrowhead Juvenile Center, 1918 Arlington Avenue North, Duluth, MN 55811.

**11. Assignment.**

Contractor shall in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.**

No amendment, change or modification of this Agreement shall be valid unless it is in writing and 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 and District further understand and agree that they 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.

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

The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with AJC within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, non-renewal, or material change to all named and additional insureds.

AJC reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against ISD 709. All insurance policies shall be open to inspection by AJC, and copies of policies shall be submitted to AJC upon written request. All subcontractors shall provide evidence of similar coverage.

A. General Liability Insurance.

1. \$500,000 for claims for wrongful death and each claimant for other claims.

\$1,500,000 Each Occurrence.

No Less Than \$2,000,000 Aggregate coverage.

2. Policy shall include leased remises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

3. AJC must be named as additional insured.

B. Business Automobile Liability Insurance.

1. \$500,000 Each person;

2. \$1,500,000 Each Occurrence.

3. Must cover owned, leased, or rented vehicles

**18. Workers Compensation Insurance:** per statutory requirements.

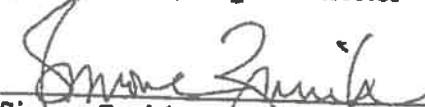
Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's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

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**


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

**INDEPENDENT SCHOOL DISTRICT NO. 709**

  
\_\_\_\_\_  
Jacob Hintsala, Program Director

  
\_\_\_\_\_  
Simone Zurich, Exec. Dir. Of Finance & Business Services

**ARROWHEAD REGIONAL CORRECTIONS (ARC)  
ARROWHEAD JUVENILE CENTER (AJC)**

  
\_\_\_\_\_  
Becky Pogatchnik, AJC Division Director

  
\_\_\_\_\_  
Wally Kostich, ARC Executive Director

**APPROVED AS TO FORM & EXECUTION**

  
\_\_\_\_\_  
Assistant St. Louis County Attorney

9-28-2022  
Contract  
Damon Number: 2022-0308



## **BackPack Program Partner Agreement**

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Laura MacArthur School (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

### **A. Program Partner Agrees To:**

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

### **B. The BackPack Program Description**

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

### **C. The BackPack Program Partner Agrees To:**

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify “chronically hungry” or “food insecure” children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

#### **D. Second Harvest Northern Lakes Food Bank Agrees To:**

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

**E. General Provisions**

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

**F. Signatures**

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

*Simone Zurich*  
 \_\_\_\_\_  
 Program Partner Signature (Principal or Executive Director)

*9/12/22*  
 \_\_\_\_\_  
 Date

*Simone Zurich*  
 \_\_\_\_\_  
 Printed Name

*Exec. Dir. Finance, Business*  
 \_\_\_\_\_  
 Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director  
 Second Harvest Northern Lakes Food Bank  
 4503 Airpark Boulevard  
 Duluth, MN 55811  
 (218) 336-2303  
 dan@northernlakesfoodbank.org





## **Background Check Policy and Procedure**

### **Purpose**

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

### **Policy**

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



**Verification**

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

**Program Partner Signature:**

\_\_\_\_\_  
Program Partner Signature (Principal or Executive Director)

*Simone Zurich*  
\_\_\_\_\_  
Printed Name

*9/12/22*  
\_\_\_\_\_  
Date

*Exec. Dir. Finance, Business*  
\_\_\_\_\_  
Title

Names of program staff or volunteer(s):	Staff	Volunteer
Cal Harris	X	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE**

**AND**

**DULUTH PUBLIC SCHOOLS**

**#709**

This Agreement is entered into between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of FOND DU LAC TRIBAL AND COMMUNITY COLLEGE (hereinafter "College/University"), and Duluth Public Schools, 4316 Rice Lake Road, Duluth, MN. 55811 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

**WITNESSETH THAT:**

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

**I. COLLEGE/UNIVERSITY RESPONSIBILITIES**

- A. The College/University will place qualified students enrolled in its education program for participation in a student teaching or field experience at Facility.
- B. The College/University faculty will be responsible for planning, directing, and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own liability/health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

**II. FACILITY RESPONSIBILITIES**

- A. Facility agrees to provide qualified College/University students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the College/University students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the College/University students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class.

against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the College/University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

### III. FINANCIAL CONSIDERATION

During the term of this agreement, if the student placement is for the purpose of student teaching, the College/University shall pay the Facility at a rate not less than \$12.50 per semester hour per student for each student placed with Facility.

If a student is placed at the Facility for the purpose of a field experience, each party shall bear their own expenses associated with the student placement.

### IV. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.

- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

### V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

### VI. TERM OF AGREEMENT

This Agreement is effective on the later of August 1, 2022, or when fully executed and shall remain in effect until July 31, 2027. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

**VII. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

**VIII. ASSIGNMENT**

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**IX. STATE AUDIT**

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

**X. VOTER REGISTRATION (When Applicable)**

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

**XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

**XII. GOVERNMENT DATA PRACTICES ACT**

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

**1. FACILITY:**

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

By (authorized signature and printed name)	Anthony Bonds <i>Anthony Bonds</i>
Title	Assistant Superintendent
Date	9/23/22

By (authorized signature and printed name)	<i>Imine Zunic</i>
Title	
Date	9/12/22

**2. COLLEGE/UNIVERSITY:**

By (authorized signature)	Bret Busakowski <i>B-B</i>
Title	<del>President</del> CFO
Date	9/29/22

By (authorized signature)	<i>Stephan Hammett</i>
Title	<del>Chief Financial Officer</del> President
Date	9/29/22

**3. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)	Bret Busakowski <i>B-B</i>
Title	CFO
Date	9/29/22

**Grant Applications  
September 2022**

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

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
MN Office of Traffic Safety	Steve Johnson – Transportation Mgr. & Simone Zunich Exec. Dir. of Fin. & Business Services	School Bus Stop- Signal Arm Camera Grant	\$250,000	Cameras are in use on qualified bus for a minimum of 3 years, quarterly progress reporting, and a final report is req. & is due 30 days following the end of the project.

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Tuesday, October 4, 2022  
United Health Group (UHG)  
4316 Rice Lake Rd  
Suite 108  
Duluth, MN 55811  
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
3. **POLICIES FOR SECOND READING**
- A. 535 - Service Animals in School 2
4. **POLICIES FOR REVIEW**
- A. 101 Legal Status of the School District 7
- B. 101.1 Name of the School District 10
- C. 103 - Complaints - Students, Employees, Parents, Other Persons 11
5. **REGULATIONS - Informational**
- A. 620R Credit for Learning: Students Experiencing Homelessness and Foster Youth 16
6. **OTHER**

## **535 SERVICE ANIMALS IN SCHOOLS**

### **I. PURPOSE**

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

### **II. GENERAL STATEMENT OF POLICY**

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

### **III. DEFINITIONS**

#### **A. Service Animal**

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

#### **B. Handler**

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

#### **C. Work or Tasks**

1. "Work or tasks" are those functions performed by a service animal.
2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

**IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES**

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school- sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
1. Is the service animal required because of a disability; and
  2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

**V. REQUIREMENTS FOR ALL SERVICE ANIMALS**

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

**VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL**

- A. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- B. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

**VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
  - 1. Any of the requirements described in Part V., above, are not met.
  - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
  - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

**VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and

- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

**IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

**X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

**XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

**XII. LIABILITY**

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

**Legal References:** Section 504 of the Rehabilitation Act of 1973  
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)  
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)  
Minn. Stat. § 609.226 (Harm Caused by Dog)  
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

**Cross References:** MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

First Reading: May 3, 2022  
Second Reading: October 4, 2022

## **101 LEGAL STATUS OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

### **III. RELATIONSHIP TO OTHER ENTITIES**

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

### **IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT**

- A. Funds
  - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
  - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
  - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.
- B. Raising Funds
  - 1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
  - 2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475, or other applicable law.

3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

**Legal References:** Minn. Const. art. 13, § 1  
Minn. Stat. Ch. 123B (School District Powers and Duties)  
Minn. Stat. Ch. 179A (Public Employment Labor Relations)  
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)

Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)  
*Minnesota Association of Public Schools v. Hanson*, 287 Minn. 415, 178 N.W.2d 846 (1970)  
*Independent School District No. 581 v. Mattheis*, 275 Minn. 383, 147 N.W.2d 374 (1966)  
*Village of Blaine v. Independent School District No. 12*, 272 Minn. 343, 138 N.W.2d 32 (1965)  
*Huffman v. School Board*, 230 Minn. 289, 41 N.W.2d 455 (1950)  
*State v. Lakeside Land Co.*, 71 Minn. 283, 73 N.W.970 (1898)

**Cross References:** MSBA/MASA Model Policy 201 (Legal Status of School Board)  
MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 705 (Investments)  
MSBA/MASA Model Policy 706 (Acceptance of Gifts)  
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)  
MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: March 22, 2016  
Adopted: April 19, 2016  
Reviewed: October 4, 2022

## **101.1 NAME OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

The purpose of this policy is to clarify the name of the school district.

### **II. GENERAL STATEMENT OF POLICY**

Pursuant to statute, the official name of the school district is Independent School District No. 709 \_\_\_\_\_. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

### **III. UNIFORM NAME**

- A. The name of the school district shall be Duluth Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 709 Duluth Public Schools, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

**Legal References:** Minn. Stat. § 123A.55 (Classes, Number)

**Cross References:** None

First Reading: March 22, 2016  
Adopted: April 19, 2016 ISD 709  
Reviewed: October 4, 2022

## **103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS**

### **I. PURPOSE**

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

### **II. GENERAL STATEMENT OF POLICY**

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in the same communication method as the complaint was received to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

### **III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION**

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.

- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates Theresa Severance, 4316 Rice Lake Rd., Suite 108, Duluth, MN 55811, (218) 336-8700 ext. 1062, [theresa.severance@isd709.org](mailto:theresa.severance@isd709.org), as the school district Human Rights Officer(s) to receive reports, complaints, or grievances of unlawful discrimination. If the complaint involves a Human Rights Officer, the complaint shall be filed directly with the Superintendent of Schools.
- D. Upon receipt of a complaint, the Human Rights Officer shall immediately notify the superintendent. If the superintendent is the subject of the complaint, the Human Rights Officer shall immediately notify the school board.
- E. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 2 business days and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- F. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

#### **IV. INVESTIGATION**

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged

incident occurred.

- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

## **V. APPEAL**

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Complaint Procedures."

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## **VII. RETALIATION**

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

**VII. CONFLICT OF INTEREST**

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third-party investigator to conduct the investigation or recusal from the process by the person\_for whom a conflict or potential conflict of interest exists.

**VIII. DISSEMINATION OF POLICY**

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR  
Anthony Bonds, Assistant Superintendent  
Duluth Public Schools  
4316 Rice Lake Rd., Suite 108  
Duluth, MN 55811  
(218) 336-8739  
anthony.bonds@isd709.org

SECTION 504 COORDINATOR  
Anthony Bonds, Assistant Superintendent  
Duluth Public Schools  
4316 Rice Lake Rd., Suite 108  
Duluth, MN 55811  
(218) 336-8739  
anthony.bonds@isd709.org

**IX. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: (312) 730-1560  
TDD: (312) 730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
(800)657.3704  
(651) 296.5663  
TDD (651) 296.1283

For complaints of employment discrimination:  
Equal Employment Opportunity Commission  
330 S. 2<sup>nd</sup> Avenue  
Suite 430  
Minneapolis, MN 55401  
(800) 669.4000  
(612) 335.4040  
TDD (612) 335.4045

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

Resources:  
U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: (312) 730-1560  
TDD: (312) 730-1609

Reading Room, U.S. Department of Education, Office for Civil Rights:  
<http://www2.ed.gov/about/offices/list/ocr/publications.html>

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
34 C.F.R. Section 104.7(b) (Section 504 of the Rehabilitation Act)  
34 C.F.R. Section 106.8(b) (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 514 (Bullying Prohibition)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 1090  
Adopted: 06-19-2018  
Revised: 07-17-2018  
07-16-2019  
08-20-2019  
**08-17-2021 ISD 709**  
10-04-2022

## 620R Credit for Learning: Students Experiencing Homelessness and Foster Youth

The purpose of this regulation is to increase credit recovery for students experiencing homelessness and foster care to meet compliance with the Every Student Succeeds Act.

### McKinney Vento Act

- Under the McKinney Vento Act, schools are required to enroll students experiencing homelessness immediately.
- The Act requires the Local Education Agency (LEA) to remove barriers to the student retention in school, including barriers due to absences.
- The ability to earn credit is an incentive for remaining in school. The district needs to create this incentive because it helps with student retention.
- Under McKinney Vento, students, including those that have been out of school, shall receive “appropriate credit for full or partial coursework satisfactorily completed while attending a prior school, in accordance with State, local and school policies: 42 U.S.C. 11432(g)(1)(F)(ii).”
- The school must work with the prior school to calculate, award and receive partial credits as well as make any necessary adjustments to the student’s schedule to permit the student to complete courses started elsewhere and to participate in credit recovery opportunities.

### Student Eligibility

- All high school students who are identified as homeless or foster youth
- High school counselors and staff are encouraged to contact the district Families in Transition Coordinator with all enrollment questions

### Partial Credit Process

#### *Counselors will:*

- Determine if the student is eligible on the enrollment form
- Determine if the student was in a school previous to entering your school
- Work with designated clerical staff to contact the previous school of enrollment regarding transcripts and withdrawal/exit.
- Determine if an investigation needs to occur to recover partial or full credit not already identified on incoming or outgoing transcripts. Pay close attention to transcripts when students come from a school with trimester grading in order to ensure that student earns the full amount of credit for the year

#### *When a student enters a Duluth Public High School with exit or withdrawal grades:*

- Students are required to finish the coursework at the new school for the remainder of the grading period. Teachers are to incorporate the progress (withdrawal) grades from the previous school for a final grade and full credit
- Students coming in with “withdrawal” grades who cannot be placed in “matched” classes will be awarded partial credit from the previous school in Infinite Campus

#### *When a student enters a Duluth Public High School without withdrawal/exit or progress grades or leaves before the end of the grading period:*

This guideline will be used to determine partial credits to award on Duluth Public Schools transcript at the end of the quarter.

<b>Period of Enrollment</b>	<b>Credit Value (Quarter Credit)</b>
Enrolled in the 1st ten (10) days of the quarter	Full Credit (.25)
Enrolled during the 11th - 20th day of the quarter	Partial Credit (0.188)
Enrolled between the 21st day and before the last 10 days of the quarter	Partial Credit (.063)
Enrolled during the the last 10 days of the quarter	No credit

\*Students enrolling in the last 10 days of a grading period from out-of-district, without withdrawal grades, are not eligible to earn credit for that period.

**Considerations:**

1. Students coming with “withdrawal” grades who cannot be placed in “matched” classes: Duluth Public Schools strives to put incoming students with withdrawal grades into the equivalent classes that the student was taking at the previous school whenever possible. When this cannot be done, instructors in the new class will honor the student's withdrawal grade. While this is not ideal in cases where a student was taking a class that met a graduation requirement, such as a physical education class, the student has the opportunity to take the class at another time from their home school or through the ALC credit recovery program.
2. Students withdrawing before the end of a grading period: Counseling staff should include withdrawal grades and our partial credit calendar when sending records.
3. Students withdrawing within the last 10 days of a grading period: Students are to be held harmless in the last 10 days of the grading period as they are in the first 10 days. As with partial credit, credit values are based on the term of enrollment. For example a student who has been in class since the start of the marking period but withdraws to an out-of-district school within the last 10 days of the marking period can earn full credit for the marking period (“drop with grade”). Students withdrawing to another Duluth high school in this time period need to complete the coursework curriculum at their new school to earn credit.
4. Withdrawal grades received after partial credit has already been awarded: Counselors should work with teachers to determine whether an adjustment needs to be made to the student’s grade.
5. Unfinished Coursework: Teachers give credit for the coursework completed at the end of the term. Teachers are encouraged to use “subject to change” in the comment area in cases where a student has a minimal amount of coursework to be completed for a grading period in order to earn a passing grade. The student will have 20 days in which to complete the necessary work.
6. Grading: Counselors should use their professional judgment when issuing Ps for passing marks and NPs for not passing marks. If grades are awarded, counselors should use the grades provided on the exit report. The designated office administrative assistant should input NPs and Ps on the transcript if they are provided in the withdrawal grade or transcript.

**Responsibilities and Communication:**

- Principals or designee are responsible for informing teachers and counselors of the partial grading process on a yearly basis.
- Counselors are responsible for determining when a student is eligible for partial credit for homeless and fostering youth and what the credit value is.
- Counselors are responsible for communicating to students and families about the partial credit system, what credit the student will or will not be able to earn and the student's options for credit recovery.
- The counselor is responsible for entering the credit value into the Infinite Campus student management system.
- Teachers are responsible for welcoming the student into class, allowing the student to earn a grade from the point of entry and to enter a grade at the end of the grading period.
- Teachers are to incorporate the progress (withdrawal) grades from the previous school for a final grade and full credit for courses that are similar to the one taken at the previous school when applicable.
- This information will be made available to the public in the counseling office and on the school counseling department website.