

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, November 14, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
 - A. **Human Resources**
 - 1) HR Monthly Department Summary Report 2
 - B. **Business Services**
 - 1) Enrollment Report 4
 - 2) Child Nutrition Department Report 6
 - 3) Facilities Department Report 8
 - a. Amendment to Central Overlook Development Agreement 9
 - 4) Technology Department Report 17
 - 5) Transportation Department Report 18
3. **Recommended Resolutions**
 - A. B-11-23-3994 - Acceptance of Donations to Duluth Public Schools 19
 - B. B-11-23-3995 - Acceptance of Grant Awards to Duluth Public Schools 20
4. **Consent Agenda**
 - A. HR Staffing Report 21
 - B. Finances
 - 1) Financial Report 23
 - 2) Fundraisers 24
 - C. Bids, RFPs, and Quotes
 - 1) QUOTE #4388 - OPG-3 Content Management 25
 - D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
 - A. Expenditure Contracts 26
 - B. No Cost Contracts 90
 - C. Revenue Contracts - None
 - D. Grant Applications 108

Human Resources Report Summary November 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	3	29
# Retirements	3	0
# Resignations	2	13
# Leave of Absences	2	6

HR Department Updates:

In October, the HR team was busy processing lane changes for certified staff. We had over 84 teachers increase lanes this school year. Staffing and Budget meetings continued throughout October and we are about 80% complete.

In October, the District received an award from the MN Department of Employment and Economic Development for our commitment to advancing employment access & equity in employment for people with disabilities.

Benefits Updates:

The Benefits Department hosted a Teachers Retirement Information Session in partnership with TRA on October 19th. In addition, a similar session for employees who pay into PERA will be hosted on November 6th. An FSA/HRA and 403b information session was hosted on October 23rd to help people prepare for Open Enrollment. Open Enrollment will run November 1st through November 15th. Our first District Retirement Information Session will be hosted on November 16th for anyone considering retirement in the next year or so. These sessions cover the process of retiring from the District, as well as paying for health insurance post-retirement and severance/HCSF packages.

Hiring Updates:

Current Openings:

Certified:

Teachers, Elementary (2)
Teachers, Special Education (2)

Non-Certified:

Child Nutrition (5)
Clerical (4)
Maintenance (11)
Floating Custodian (3)
Master Electrician (1)
Engineer II (2)
Second Shift Engineer I (4)
Second Shift Engineer II (1)

Playground/Cafeteria Monitor (7)

Transportation (8)
Bus Helper (7)

Paraprofessionals (11)
Duluth Preschool Paraprofessional (2)
Early Childhood SpEd Paraprofessional (1)
Licensed Sign Language Interpreter (1)
Sign Language Facilitator (1)
Sp. Ed. Building Wide Paraprofessional (1)
Sp. Ed. Program Paraprofessional (4)
Sp. Ed RN or LPN Paraprofessional (1)

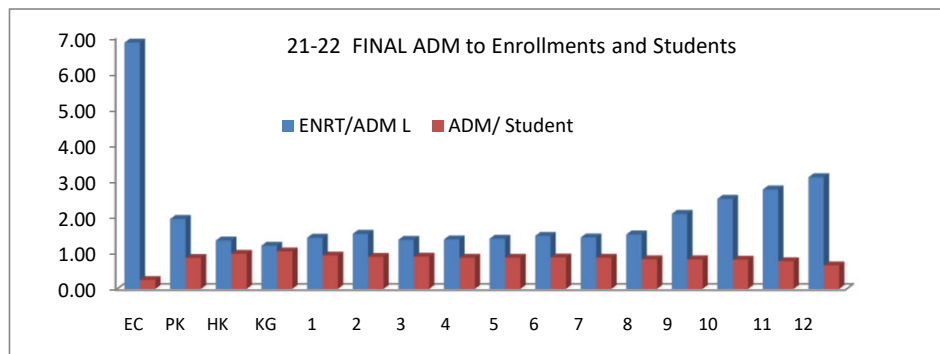
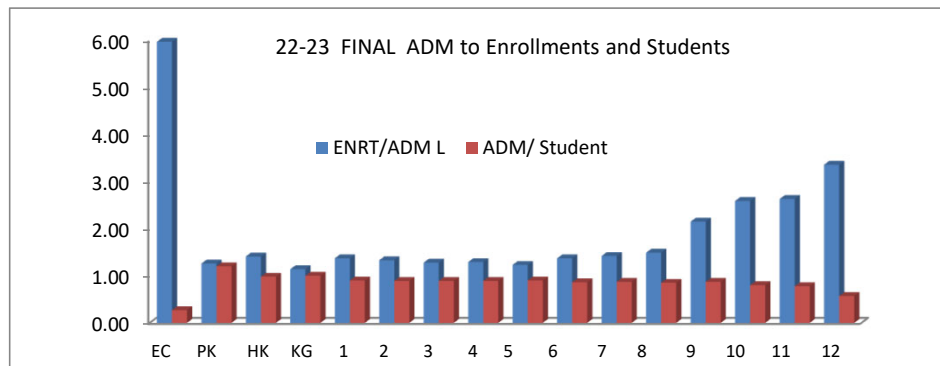
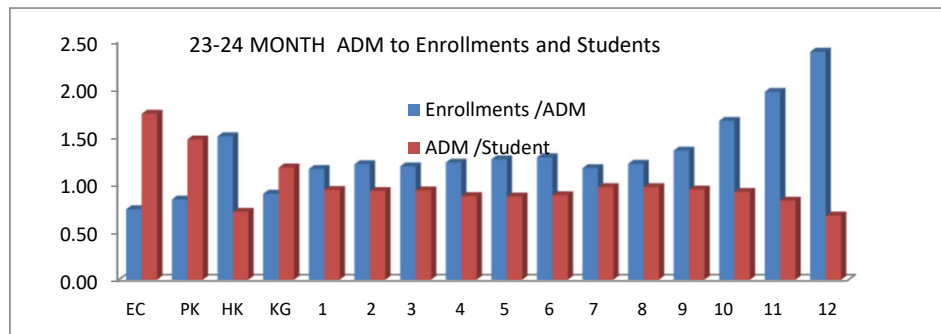
Contract Negotiations:

Principal contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association, and Integration Specialists and are still working with the Duluth Federation of Teachers on topics of interest. The Clerical Unit and the Non-Certified Business Administrators Association have decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
November 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	293	228	213	396.78	102.00	0.74	1.74
PK	78	63	66	92.70	42.65	0.84	1.47
HK	179	167	152	119.00	90.00	1.50	0.71
KG	456	430	445	505.77	522.00	0.90	1.18
1	699	639	620	601.65	605.00	1.16	0.94
2	696	618	592	574.48	602.00	1.21	0.93
3	713	640	618	599.71	586.00	1.19	0.94
4	677	629	603	551.13	585.00	1.23	0.88
5	696	632	603	551.13	604.00	1.26	0.87
6	748	657	637.3	582.48	509.00	1.28	0.89
7	652	574	551.75	557.14	559.00	1.17	0.97
8	744	630	606.25	612.18	585.00	1.22	0.97
9	904	706	677.65	667.72	648.00	1.35	0.95
10	1190	776	725.2	714.57	650.00	1.67	0.92
11	1271	778	654.85	645.26	680.00	1.97	0.83
12	1586	986	673.08	663.22	625.00	2.39	0.67
PS	209	148	0	0.00	0.00	0.00	0.00
Total:	11582	9153	8438.08	8434.91	7994.65	1.37	0.92

+proj-budg> 440.26

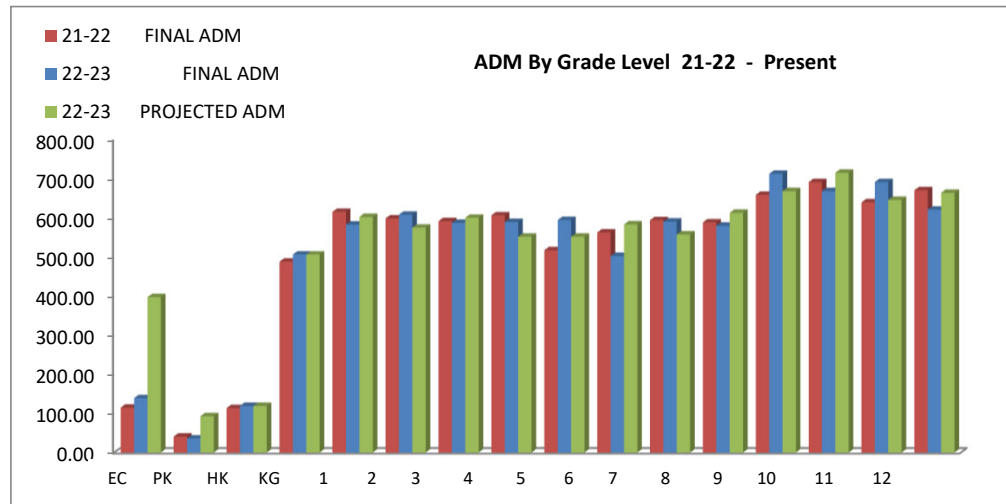


**Duluth Public Schools Projected Average Daily Membership (ADM) Report
November 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	293	228	213	396.78	102.00	0.74	1.74
PK	78	63	66	92.70	42.65	0.84	1.47
HK	179	167	152	119.00	90.00	1.50	0.71
KG	456	430	445	505.77	522.00	0.90	1.18
1	699	639	620	601.65	605.00	1.16	0.94
2	696	618	592	574.48	602.00	1.21	0.93
3	713	640	618	599.71	586.00	1.19	0.94
4	677	629	603	551.13	585.00	1.23	0.88
5	696	632	603	551.13	604.00	1.26	0.87
6	748	657	637.3	582.48	509.00	1.28	0.89
7	652	574	551.75	557.14	559.00	1.17	0.97
8	744	630	606.25	612.18	585.00	1.22	0.97
9	904	706	677.65	667.72	648.00	1.35	0.95
10	1190	776	725.2	714.57	650.00	1.67	0.92
11	1271	778	654.85	645.26	680.00	1.97	0.83
12	1586	986	673.08	663.22	625.00	2.39	0.67
PS	209	148	0	0.00	0.00	0.00	0.00
Total:	11582	9153	8438.08	8434.91	7994.65	1.37	0.92

+proj-budg> 440.26

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 FINAL ADM
EC	186	95.45	156	114.57	-41.43	394	139
PK	68	41.58	70	40.57	-29.43	81	36
HK	77	83.52	101	113.54	12.54	132	119
KG	520	516.69	502	487.64	-14.36	487	506
1	596	588.40	616	614.82	-1.18	587	582
2	582	574.16	593	597.78	4.78	611	607
3	617	597.62	603	590.84	-12.16	588	587
4	523	507.84	621	605.84	-15.16	603	589
5	558	540.73	527	516.78	-10.22	608	594
6	576	542.05	577	561.90	-15.10	505	502
7	586	581.07	604	593.59	-10.41	600	590
8	576	555.74	601	587.95	-13.05	596	579
9	723	695.44	687	658.15	-28.85	720	712
10	680	650.09	717	690.45	-26.55	656	668
11	734	672.61	680	638.94	-41.06	688	691
12	756	621.11	832	669.75	-162.25	548	620
Total:	8358	7864.10	8487	8083.11	-403.89	8404	0



Child Nutrition Report

October 2023

September Meal Counts

Week of:	Breakfast 10/2/2023	Lunch 10/2/2023	Breakfast 10/9/2023	Lunch 10/9/2023	Breakfast 10/16/2023	Lunch 10/16/2023	Breakfast 10/23/2023	Lunch 10/23/2023	Breakfast 10/30/2023	Lunch 30-Oct	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	362	1708	362	1642	256	1005	410	1618	149	614	1539	6587	77	329
Denfeld	1233	2862	1177	2874	713	1633	1116	2689	460	1147	4699	11205	235	560
Harbor City											0	1796	0	90
East High	1218	2558	1224	2555	767	1570	1258	2450	444	1072	4911	10205	246	510
Homecroft	817	1778	795	1505	465	1041	747	1760	262	725	3086	6809	154	340
Lakewood	447	937	439	914	266	569	462	928	156	379	1770	3727	89	186
Lester Park	743	1943	725	1956	418	1185	717	1858	229	715	2832	7657	142	383
Lincoln park	903	2248	972	2193	590	1375	929	2163	341	914	3735	8893	187	445
Lowell	1625	2484	1638	2425	965	1472	1505	2444	509	989	6242	9814	312	491
Laura Macart	1039	1228	1030	1240	586	722	994	1214	397	514	4046	4918	202	246
Myers-Wilkin	894	1354	913	1340	535	804	833	2666	256	553	3431	6717	172	336
Ordean/East	643	3429	735	3373	424	2004	665	3280	221	1445	2688	13531	134	677
Piedmont	1527	1922	1496	1905	902	1144	1467	1921	570	776	5962	7668	298	383
Rockridge	170	200	171	203	106	126	175	217	67	86	689	832	34	42
Stowe	819	874	825	902	512	534	852	916	188	354	3196	3580	160	179
ALC	37	98	59	70	41	61	59	108	15	29	211	366	13	23
	5 days	4ALC	5 days	4 ALC	3 days	3 days alc	5 days	4 days ALC	2 days	1 day ALC				
	12477	25623	12561	25097	7546	15245	12189	26232	4264	10312	49037	104305	2454	5220
Denfeld Supp	Mon-thurs		62				264		150			476	TOTAL	
Daily average	started 10/10		1 day		0 days		4 days		2 days			7	68	Daily

Farm to School Month

October was Farm to School Month in Minnesota.

In honor of Farm to School Month we featured Honeycrisp and SnowSweet apples from Moose Mountain Apple Company and Westcott Orchards. The students took part in the statewide Apple Crunch day on 10/12/23. Students state wide crunch into local apples on that day. There were coloring book pages and stickers as well as information about the farms.

Child Nutrition also featured Multi Colored carrots from FRESHA farms, corn on the cob and also treated the students to Real Maple Syrup from Maple Masters Farms.

Child Nutrition buys local as often as possible all year long for fresh fruits and vegetables. These are distributed by the Department of Defense Fresh Fruits and Vegetable program using our commodity fund dollars.

USDA Farm to School Census Survey

Child Nutrition was asked to submit our information for the USDA Farm to School Census Survey. Results of that survey will be available in a few months.

Farm to School Full Tray Grant for School year 2024/2025

The grant was completed and submitted for next school year. This is a 50 50 matching grant. Growing off of this year's program and purchases, we are asking for \$10,000 and will match with the same.

Challenges from farm to school programs continue to be distribution to all 15 sights, as well as getting farms to work with. Product sizes don't fit the USDA model for serving sizes, (apples are too big or too small) so that becomes an issue as well as following safe food guidelines in both the harvest and transportation.

Training for Managers and cooks

Training was held during the MEA break for our managers and cooks. Representatives from ECOLABS were present to review dish machine operations and cleaning requirements. Rational Ovens Representative was

also here for training and fielding of questions from our employees. Great training session with great input from our employees.

Denfeld Afterschool Supper Meals Program

Supper meals were started on October 10th, 2023 at Denfeld Highschool. The meal schedule matches the programming dates of the DASH afterschool program, as it is an enrichment activity. (A crucial criterion for offering the supper meals program) Monday through Thursday we will be serving supper. The students were happy to see this option back.

Fresh Fruit and Vegetable program (FFVP)

The fresh fruit and vegetable program began again in October at Myer Wilkins Elementary School. This program is run under a grant from MDE and is intended for elementary schools that are over 60% Free and Reduced student populations. The items are offered twice a week and the intention is to give students a taste of fruits and vegetables they might not otherwise get exposed to at home. The community schools personnel are crucial in the success of this program, as the items are distributed by them to the classrooms and must be consumed outside of the breakfast and lunch programs. This program will run the entire school year, or until funds are depleted.

Facilities Management & Capital Project Status Report

November 1st, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 358 work orders and are currently working on 295 open work orders.
- Facilities will be moving forward with a new Computer Maintenance Management System (CMMS). We are looking at Facilities Pro to replace the obsolete School Dude work order scheduling system.
- Operational Licensing walk-throughs with the Fire Marshal are ongoing through the schools. Piedmont, Laura MacArthur, and Denfeld are completed. All items have been addressed and corrected. East High School inspection is scheduled for November 9th.
- High School Auditoriums are scheduled for all equipment inspections with Southern Minnesota Inspections and the Fire Marshal's office on November 27th.
- Request for Information (RFI) to go out to the Duluth News Tribune for upgrading lighting in district schools to LED's

Capital Construction

- All summer construction projects are now closed and were completed on time and on budget.
- Quote for the repair of the French Drain at Lowell Elementary hillside was accepted and PO has been issued to Northland Constructors. Work was able to start on Nov 6th 2023.
- An RFP is being developed for the renovation of the pool at Lincoln Park Middle School.
- First walk through meeting with Architects and Engineers for DNT building renovation happened on November 1st.

Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is still ongoing, Re-painting of the track as final point of discussion. waiting on approval.
- Closing date on the sale of the old transportation building was on October 6th
- The closing date for the purchase of the Duluth News Tribune building was October 20th. All final Tribune items will be removed by November 22nd.

● **Construction Tasks “On The Hill”**

- DSC, Facilities and Transportation Buildings punch list items are being finalized with ICS and associated contractors.
- Continuing with final site work items. Winter preparation for plowing and snow removal proceeding.

Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

between

CITY OF DULUTH

and

INDEPENDENT SCHOOL DISTRICT NO. 709

Dated as of _____, 202__

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment"), effective as of the date of attestation hereof by the City Clerk, is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota ("City"), and Independent School District No. 709 ("Developer").

WHEREAS, on August 3, 2022, Developer and City entered into a Development Agreement (as amended by this First Amendment, the "Development Agreement") in relation to the property owned by Developer that is to be legally described (upon completion of the replatting process) as set forth on the attached Exhibit A (the "Property").

WHEREAS, the Development Agreement was registered in the Office of the St. Louis County Registrar of Titles on _____, 20__ as Document No. _____ and recorded in the Office of the St. Louis County Recorder on _____, 20____ and Document No. _____; and

WHEREAS, Developer and City wish to amend the Development Agreement as set forth in this First Amendment.

NOW, THEREFORE, City and Developer agree to amend the Development Agreement as follows:

1. Capitalized terms used in this First Amendment that are not defined in this First Amendment have the meanings set forth in the Development Agreement.

2. Paragraph 4.A. of the Development Agreement is amended and replaced in its entirety with the following paragraph 4.A.:

A. Recording of Agreement. Immediately following recording of the Plat, Developer shall record this Agreement, and any then-existing amendments hereto, against the District Development Property in the Offices of the County Recorder and the Registrar of Titles for St. Louis County, Minnesota and shall deliver recorded copies of this Agreement and

all amendments to City's Director of Planning and Economic Development (the "Director").

3. The following paragraph 22 is added to the Development Agreement:

22. Dedication of Public Easement for Roadway Purposes. Within 60 days of a written request by City, Developer shall dedicate to City, its successors and assigns, in trust for the benefit of the public, a permanent easement (the "Future Road Easement") for roadway purposes over, under and across that portion of the District Development Property legally described and depicted on the attached Exhibit B (the "Future Road Easement Area"). The Future Road Easement shall be recorded in the St. Louis County real estate records by City, at City's expense. The Future Road Easement shall be granted (i) at no cost to City; and (ii) free and clear of all mortgages, liens and other encumbrances. City and Developer acknowledge and agree that the existing pavement and other improvements within the Future Road Easement Area do not meet the minimum standards for a city street and the existing roadway has not been constructed, maintained or opened as a public street. Notwithstanding the provisions of Paragraph 6 above, Developer and successor owners of the District Development Property shall not be responsible for costs relating to the initial construction or subsequent maintenance, repair, or replacement of a public street and related public improvements on the Future Road Easement Area (collectively, the "Future Road Costs"); EXCEPT AS FOLLOWS: (1) if (a) initial construction of a public street or related public improvements is required solely for the development or use of the District Development Property, or any portion thereof, and (b) a change in use on all or a portion of the District Development Property necessitates public access over a public street in the Future Road Easement Area, then City may require the owner of the portion of the District Development Property on which the change in use will take place to pay the Future Road Costs for

the initial construction and/or subsequent maintenance, repair, or replacement of a public street and related public improvements on the Future Road Easement Area, and (2) if (a) initial construction of a public street or related public improvements on the Future Road Easement Area has been completed, and (b) a change in use on all or a portion of the District Development Property necessitates public access over a public street in the Future Road Easement Area, then City may require the owner of the portion of the District Development Property on which the change in use will take place to pay a reasonable share of the Future Road Costs for subsequent maintenance, repair, or replacement of a public street and related public improvements. The obligations and benefits of this Paragraph 22 shall run solely with the District Development Property (and no other land within the Plat) and shall not terminate upon the written certification to be delivered by the Director and the City Engineer pursuant to Paragraph 16 above. Developer's obligation to grant the Future Road Easement shall terminate upon the recording of the Future Road Easement.

4. Except as specifically amended pursuant to this First Amendment, the Development Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Development Agreement, the provisions of this First Amendment shall govern.

5. This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH,
a Minnesota Municipal Corporation

By: _____
Emily Larson, Mayor

Attest: _____
Ian Johnson, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Emily Larson, the Mayor of the City of Duluth, a municipal corporation under the laws of the State of Minnesota.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Ian Johnson, City Clerk of the City of Duluth, a municipal corporation under the laws of the State of Minnesota.

Notary Public

By: _____
Its Chair

[illegible]

Notary Public

Office of the City Attorney
411 West First Street
Duluth, MN. 55802

EXHIBIT A

Legal Description of the Property

Block 1, Lots 1, 2, and 3, and Block 2, Lot 1, Central Overlook, St. Louis County,
Minnesota

Tw2
34-23

LINE TABLE									
LINE	BEARING(M)	DISTANCE(M)	BEARING(SCOT)	DISTANCE(SCOT)	BEARING(RLS 82)	DISTANCE(RLS 82)	BEARING(RLS 65)	DISTANCE(RLS 65)	DISTANCE(PLAT)
L1	N20°51'31"E	99.60			N20°53'1"E	99.70	N15°49'31"E	99.20	
L2	N40°12'21"W	122.45			N40°11'32"W	122.45	S83°51'05"E	121.35	
L3	N18°46'31"E	582.95			N18°46'31"E	582.95	S13°12'46"W	580.95	
L4	N00°31'41"E	72.75			N00°31'41"E	72.75			
L5	N41°38'21"E	486.63	N11°24'00"E	496.63	N41°38'21"E	486.63			
L6	N41°38'21"E	262.02	S36°04'39"W	262.03	N41°38'21"E	262.02			
L7	N41°38'21"E	94.62	S71°15'11"W	94.62	N41°38'21"E	94.62			
L8	N41°38'21"E	74.61	S36°33'00"W	75.00	N41°38'21"E	74.60			
L9	S40°21'30"E	39.64			S40°20'00"E	39.64			
L10	N40°31'45"E	88.90			S00°31'45"W	88.90			
L11	N48°11'36"W	775.69							
L12	N41°18'21"E	316.38							
L13	N40°21'17"W	232.31							
L14	N80°42'09"W	478.11							
L15	S81°26'12"W	710.89							
L16	N65°16'30"E	65.36							
L17	S00°08'27"E	753.89							
L18	N85°31'33"E	261.82							
L19	S20°11'48"W	112.95							374.1
L20	S89°47'51"W	260.00							757.87
L21	S00°00'00"E	335.38							
L22	S89°38'17"W	306.95							
L23	S09°31'26"W	329.13							329.16
L24	N00°00'00"E	658.16							753.69
L25	N00°31'03"E	229.51							23.36
L26	N89°47'00"E	658.70							
L27	N17°43'00"E	659.04							654.50
L28	N49°42'12"E	867.00							

LINE TABLE									
LINE	BEARING(M)	DISTANCE(M)	BEARING(COD)	DISTANCE(COD)	BEARING(COD)	DISTANCE(COD)	BEARING(COD)	DISTANCE(COD)	BEARING(COD)
L29	N89°33'25"E	80.18	N84°04'11"E	80.66	N89°59'00"E	80.00	N89°37'15"E	80.66	
L30	S48°21'39"E	104.62	S53°55'21"E	104.51	S48°21'39"E	104.51	S48°21'39"E	104.51	
L31	S48°21'39"E	134.56	S48°58'00"E	134.61	S48°21'39"E	134.56	S48°21'39"E	134.56	

LINE TABLE			CURVE TABLE				CHORD LENGTH	
LINE	BEARING	DISTANCE	CURVE	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
129	N89°17'13.20"E	13.30	1	699.02	91.04	N89°17'13.20"E	13.30	
130	S05°34'31.70"E	28.75	2	215.57 (H)	317.29	N79°34'32.00"E	28.75	
131	N86°55'54.70"E	28.75	3	215.57 (H)	317.29	N79°34'32.00"E	28.75	
132	N83°19'23.70"E	70.75	4	13.38	283.00	S15°52'19.00"E	13.38	
133	N46°46'55.70"E	70.75	5	321.80	300.00	S38°16'51.00"E	46.45	
134	N46°46'55.70"E	70.75	6	111.75	24.00	S38°16'51.00"E	11.73	
135	S45°47'43"E	161.42	7	30.36	171.00	S69°12'09.00"E	11.54	
136	N41°28'25.70"E	12.12	8	86.21	212.72	S38°16'51.00"E	58.66	
137	N41°28'25.70"E	12.12	9	213.29	248.00	S24°42'02.00"E	214.40	
141	N60°38'25"E	147.68	10	446.86	355.00	S81°42'02.00"E	421.35	
142	S45°31'51"E	29.74	11	38.05	171.00	S69°12'09.00"E	11.54	
143	N45°21'35"E	180.18	12	176.20	222.00	S45°21'35"E	171.82	
144	S38°38'26"E	85.52	13	153.74	146.21	S69°12'09.00"E	149.58	
145	S38°38'26"E	85.52	14	73.87	34.00	S69°12'09.00"E	72.66	
146	S15°29'25"E	57.10	15	27.55	111.35	S38°46'53.00"E	27.58	
147	S24°51'15"E	184.36	16	104.29	40.32	S24°51'15"E	184.36	
148	S45°28'06"E	66.00	17	116.00	174.50	S69°12'09.00"E	117.18	
149	N45°31'51"E	29.74	18	182.01	233.00	N45°31'51"E	177.42	
150	N89°17'13.20"E	13.30	19	224.02	123.00	N89°17'13.20"E	13.30	
151	N45°46'32"E	100.81	20	25.32	267.00	S00°15'21"E	25.31	
152	S65°21'22"E	66.00	21	61.73	117.00	N65°21'22"E	61.35	
153	S19°41'41"E	126.00	22	91.68	124.00	S19°41'41"E	126.00	
154	S45°38'17"E	85.53	23	73.96	120.00	S15°11'44"E	526.08 (H)	
155	S30°32'26"E	186.16	24	109.59	120.00	S71°31'40"E	96.25	
156	S45°42'51"E	126.42	25	75.65	80.00	S45°42'51"E	126.42	
157	N41°41'05"E	126.42	26	464.81	812.00	N41°41'05"E	458.60	
158	S89°15'30"E	126.42	27	114.65	129.75	S89°15'30"E	126.42	
159	S45°15'00"E	126.42	28	274.99	368.00	N45°15'00"E	268.63	

L60	5540-5748-W	417.64
L61	5809-5715-W	449.81
L62	5859-5715-W	261.04
L63	5744-5748-W	417.64
L64	500-5708-W	573.82
L65	N81-72012-E	454.18
L66	5805-5748-E	481.45
L67	551-4610-E	46.06
L68	543-5748-E	176.79
L69	508-5748-E	367.85
L70	556-5973-E	13.25
L71	2-300-5710-W	1.1
L72	N80-5714-E	154.45
L73	N80-5717-W	130.86
L74	N80-5709-W	131.41
L75	500-5326-W	240.15
L76	551-5748-E	11.02
L77	55416-30-E	35.36
L78	N81-7201-E	439.36
L79	500-5708-W	51.43

RAW-RIGHT OF WAY
(M)-FIELD MEASURED DIMENSION
(C)-CERTIFICATE OF TITLE DIMENSION
(R)-REGISTERED LAND SURVEY DIMENSION
(T)-TOWNING DOCUMENT
POB-POINT OF COMMENCEMENT
POB-POINT OF BEGINNING

SECTION SUBDIVISION LINE
CENTER LINE
RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
SURVEY LINE
PLAT BOUNDARY LINE
EXISTING PLAT/PARCEL LINE
LOT LINE
WET LAND LINE
WET LAND

CAST IRON MON
FOUND CAPPED REBAR RLS. NO. 14374
FOUND T-STATE MONUMENT
FOUND SANDSTONE MONUMENT
FOUND REBAR
FOUND CAPPED REBAR RLS. NO. 40505
FOUND CONCRETE SURVEY MONUMENT
FOUND IRON ROD
SET CAPPED REBAR RLS. NO. 40505
SET MGS NAIL
REFER TO SURVEYOR'S NOTES

BASIS OF BEARING
BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4
OF SEC. 21, TWP. 50N, RGE. 14W, WHICH IS SAID TO HAVE
A BEARING OF N00°33'43"E.

SURVEYOR'S NOTE

1. BIKEWAY EASEMENT PER TORRENS DOCUMENT NO. 436177
2. BIKEWAY EASEMENT PER TORRENS DOCUMENT NOS. 436177 & 449749. THE LEGAL DESCRIPTIONS IN THESE DOCUMENTS ARE CONTIGUOUS FOR THE AREA SHOWN HEREON.
3. REFER TO DETAIL A FOR LOCATION OF 15TH STREET AFFECTING PROPERTY WITHIN

ALTA
LAND SURVEY COMPANY
PHONE: 718-727-5211
WWW.ALTAANDSURVEY.COM
SHEET 2 OF 2 SHEETS

Technology Department - October 2023 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 1.6M Emails Messages Accepted/Delivered. Last month was 1.5M 
- 202K Rejected. Last month was 137K 
- 63K Spam folders. Last month was 50K 
- 10.3K were identified as Phishing. Last month was 9.5K 
- 45 were identified having suspicious attachments. Last month was 42 
- 9.3K were identified as Spoofing. Last month was 14.2K 
- 0 emails were identified as Malware

- Account Information

- 11,031 Active Accounts. Last month was 10,760 
- 26.11TB of storage. Last month was 25.91 TB 
- 523.3K Files shared externally. Last month was 473.8K 
- 595 Suspicious login attempts. Last month was 383 
- 5.1K Failed user login attempts. Last month was 2.8K 
- 38 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 63 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 704 New Technology Support Tickets Created. Last month was 1,481 
- 834 Tickets were resolved. Last month was 1,539 
- 265 Tickets remain unresolved. Last month was 385 

- **Remaining Summer Project Status**

- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Friday, September 8.. - 98% **DONE**
- District-Wide: \$2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - **DONE**

- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**

- [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
- 466.999 kg is our August 2023 Carbon Footprint. Last month was 212.846 kg 
- 1.74615 t is our May 2023 - September 2023 Carbon Footprint.

Transportation Report November 2023 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.

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working fully in the new software now and fixing issues with routes as we encounter them.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short some helpers. We have one new driver licensed and driving, another has a test lined up for Dec. 7 and the other is a WI resident that needs to set up a time to test.
- Assistant manager Joe Killian has been dealing with staff and their concerns. He is still driving a morning route.
- The staff have been working hard to fill in when others are out but there's just not enough people yet to cover everything.

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are waiting on 2 used buses to arrive at the dealer that we have selected to help fill the gap in working buses.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 89,057 and this is with our two new buses bringing it down a bit (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
Denfeld HS	Karen McCormick	\$200.00	PBIS - Hunter of the Month lunch	
East HS	Dr. Maren and Michael Sharland	\$1,000.00	For the Duluth East Jazz Ensemble to purchase a new guitar amp and music.	Thank you!
Headstart	Jane Killough	\$250.00	Duluth Head Start	
Homecroft ES	Parents/Grandparents	\$28,238.13		This was for Booster Fun Run
Laura MacArthur ES	Bethany Community Church	In-kind	Students	Hats, Socks, gloves & mittens donated for our students for the winter here at Laura MacArthur
Lincoln Park MS	Life 97.3 Radio	In-kind		
Lowell ES	Office Depot-Duluth (store manager, Neil Bromenshenke)	\$4,423.66 in gift cards to Office Depot		Office Depot runs a fundraising campaign each year asking customers if they want to "round up to the nearest dollar." This year they picked Lowell to be on the receiving end of the donations gathered.
Piedmont ES	HDC	In-kind		76 Teacher Appreciation gift bags containing a cup spoon, dry erase markers and fidgets.
Piedmont ES	Kyle Gallant	In-kind	For Mrs. Perttula's 2nd Grade Class	30 snack packs of Mini Alphabet Cookies and 12 snack bags of Cheddar Cheese Whale crackers
Piedmont ES	Chaquana McEntyre	In-kind	For use in Mary Kay Perttula's and Erin Haney's classrooms	90 bags of Cheez-its, 72 bags of Goldfish, 42 bags of Gardetto's, 100 bags Assorted Chips, 200 bags of Fruity Snacks, 20 Wafer Cookies, 38 assorted snacks.
Piedmont ES	Donors Choose	In-kind	For Katie Robison (Gableman)'s classroom	Lakeshore Calming Colors & reg; 3-In-1 Chair...x1

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
MN FFA	Sonja Hakanson	East High School	\$2,000.00	Mental health grant, to purchase hammocks students can check out to use in School Forest
Duluth Heritage Sports Center Foundation	Lara Olsen	Lester Park	\$150.00	To provide one hour of ice time for 3rd grade field trip

HUMAN RESOURCES ACTION ITEMS FOR: November 21, 2023

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
MONSON, DONALD G, JR	FLOATING SUB TEACHER/MYERS-WILINS, (MA+45) IV 9 1.0	10/3/2023
SCHNABEL, PHEBE A	SPED SETTING III TEACHER/STOWE, (MA) IV 9 1.0,	10/31/2023
STEFFAN, KAITLYN J	FLOATING SUBSTITUTE TEACHER/MYERS-WILKINS, (BA)III 2 1.0, MONSON D. RESIGNED	11/3/2023 11/3/2023
<u>CERTIFIED TEMP INC</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SCHULLER, SUZANNE E	1/6 OVERLOAD	12/9/2022 6/9/2023
<u>CERTIFIED LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ABRAHAM, ALAINA M	GUIDANCE COUNSELOR/EAST	12/05/2023 12/13/2023
FINSTAD, CINDY C	UNABLE TOWORK DUE TOMEDICAL CONDITION	09/30/2023 10/23/2023
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HEROLD, CHARLOTTE H	SCHOOL NURSE/DISTRICT WIDE	10/27/2023
MONSON, DONALD G, JR	FLOATING SUB TEACHER/MYERS-WILKINS	10/31/2023
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KO LODGE, LISA E	SPED SPEECH LANG PATHOLOGIST/LAURA MAC	06/30/2024
PARO-STROTHER, DAWN R	GRADE 6 TEACHER/ORDEAN EAST	06/07/2024
TAALLERUD, MARY S	SWS ENGLISH TEACHER/ORDEAN-EAST MS	06/07/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, STEPHANIE M	HEALTH ASSISTANT/LPN PARA/DISTRICT WIDE, 32.5/38WKS, \$25.08/HR, LIND J. RESIGNED	10/04/2023
ANDERSON, KALEN M	HOURLY DISHWASHER/STOWE, 10/38WKS, \$13.00/HR.	10/04/2023
ATELLA, LINDA J	HOURLY SUB MAIN./DISTRICT WIDE, 20/38WKS, \$15.00/HR	10/23/2023
BOWLES, QUIENTIN D	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$19.30/HR, MAKI M. TRANSFER	11/06/2023
BRICKSON, JESSICA A	NUTRITIONAL SERVICE ASSISTANT/LESTER PARK, 17.5/38WKS, \$15.22/HR	10/23/2023
BUTLER, ASHLEE N	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR	10/10/2023
BUTLER, ASHLEE N	SPED BW PARA/PIEDMONT, 31.25/38WKS, \$18.30/HR, WINKLESKY D. TRANSFER	10/30/2023
DEHNKE, KAITLYN F	SUPERVISORY ASSISTANT PARAPROFESSIONAL/LINCOLN PARK, 32.5/38WKS, \$18.53/HR	10/30/2023
DUVALL, JACQUELINE E	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$20.99/HR	10/09/2023
ENGEN, MICHAEL A	TECH TUTOR PARA/EAST/40HRS/38WEEKS, \$20.65/HR	10/16/2023
FOX, DAVID J	ROUTE COORDINATOR/TRAINER/DISTRICT WIDE, 40/52WKS, \$26.61/HR	10/23/2023
GLEMBIN, TERI L	TECHNICAL TUTOR PARA/EAST, 40/38WKS, \$21.84/HR, LEONARD B. RETIRED	11/01/2023
GREENBERG, JOSHUA D	BUS DRIVER/TRANSPORTATION, 25/38WKS, \$21.08/HR, TJADEN L. TERMINATED	10/16/2023
JUGASEK, SAMANTHA J	KEYZONE SPED PARA/PIEDMONT, 15/38WKS, \$19.30/HR, TEMP POSITION	10/16/2023
LAUGER, RICHARD H	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$15.22/HR	10/23/2023
MCGUIRE, KYLIE M	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 32.5/38WKS, \$19.17/HR, BLIX J. RESIGNED	11/06/2023
MUNTER, ANTHONY P	HOURLY MONITOR/LAKEWOOD, 20/38WKS, \$15.00/HR	10/17/2023
PODGORSEK, MATTHEW R	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$13.50/HR	10/02/2023
RUNNELS, ROBERT O	SPED PROGRAM PARA/DENFELD, 32.5/38WKS, \$20.46/HR, HURSEY K. RESIGNED	10/16/2023
SCHEER, ALICE M	HOURLY MONITOR/PIEDMONT, 12.8/38WKS, \$13.50/HR	10/04/2023
SCHEER, ALICE M	SPED BW PARA/PIEDMONT, 31.25/38WKS, \$19.30/HR, MARUNICH R. RESIGNED	10/31/2023
SCHILING, ANNEMARIE C	COMMUNITY SCHOOLS COORDINATOR/DISTRICT WIDE, 50WKS, \$1,211/WK, HOFFMAN C. RESIGNED	11/06/2023
SHATTO, MILLI	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR	10/05/2023
SNEDKER, ANGELA R	SPED BW PARA/DENFELD, 32.5/38WKS, \$20.36/HR, BELLARIO M. MEDICAL LEAVE	10/12/2023
VARYVODOVA, OLGA F	CUSTODIAN/CONGDON, 40/52WKS, \$17.52/HR.	10/30/2023
VERSICH, RILEY A	SPED STUDENT SPECIFIC PARA/LINCOLN PARK, 30/38WKS, \$20.46/HR	10/23/2023
VERSICH, RILEY A	RESCINDED RESIGNATION/TRANSFER TO LESTER PARK ES	11/06/2023
WHITLOCK, NICHOLE E	SPED BW PARA/ORDEAN, 32.5/38WKS, \$19.17/HR, DAWSON S. TRANSFER	11/06/2023
WITTENBERG, FRANCES J	HOURLY MONITOR/LAKEWOOD, 20/38WKS, \$15.22/HR	10/31/2023
WODELE, AMELIA R	DANCE TEAM ASST. COACH/DENFELD,	10/09/2023
<u>NON-CERT RESGINATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, STEPHANIE M	HEALTH ASST. LPN PARA/ORDEAN-EAST	10/31/2023
BLIX, JENNIFER L	SPED ECSE PARA/DISTRICT WIDE	10/31/2023
DEGLER, HEATHER A	SPED PROG PARA SETTING 3/4 / CHESTER CREEK	12/21/2023
DILLON, ALLISON L	SPECIAL SERVICES SUPERVISOR/DISTRICT WIDE	10/18/2023
GULAN, SARAH J	CULTURAL IMMERSION PROG PARA/LOWELL ES	10/13/2023
HIETALA, JOSEPH M	CO-CURRICULAR HEAD FOOTBALL COACH/EAST	10/20/2023
JUGASEK, SAMANTHA J	SPED CHILD SPECIFIC/PIEDMONT	10/16/2023
MARUNICH, RENEE M	SPED PROG PARA SETTING III/IV/PIEDMONT	10/25/2023
MISHCHENKO, YEVGENIIA	SPED LPN PARA/EAST HS	11/10/2023

MISHCHENKO, YEVGENIIA	RECINDED RESIGNATION	11/10/2023
SMITH, JESSICA D	BUS HELPER/TRANSPORTATION	10/09/2023
VERSICH, RILEY A	SPED CHILD SPECIFIC/LINCOLN PARK MS	10/26/2023
WASHINGTON, EDITH E	COORD OF AMERICAN INDIAN EDU/DSC	11/08/2023

<u>NON-CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BENSON, DANE R	ISPECS/MYERS-WILKINS, SCHOOL OSSS/DW \$\$41,024	
MCCRACKEN, CRYSTAL M	OSSS/SPECIAL SERVICES/ SPEC ED BW PARA/PIEDMONT, \$19.83/HR L.LeischkeLEI	10/30/2023

<u>NON-CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
COOK, CHARLES W	HR MANAGER/DSC	10/02/2023	10/13/2023
ELSTAD, JODI R	CHILD NUTRITION ASSISTANT/LOWELL	11/10/2023	11/17/2023
MADOLE, ROBYN M	SPECIAL ED PARAPROFESSIONAL/LESTER PARK	11/08/2023	11/17/2023
OZMUN, NANCY J	PRESCHOOL PARAPROFESSIONAL/STOWE	10/23/2023	11/20/2023
RITCHIE, JOSEPH H	UNABLE TO WORK DUE TO MEDICAL CONDITION	11/16/2023	12/29/2023
SALISBURY, HANNAH J	SPED PARAPROFESSIONAL/ORDEAN EAST	09/29/2023	10/13/2023



HR/BS Services Committee Monthly Fund Balance Report

Nov 14, 2023 Committee Meeting

11/7/2023

REVENUES	23-24		23-24	23-24	23-24	23-24
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET	RECEIVED TO YEAR TO DATE	RECEIVED ENCUMBERED	BUDGET BALANCE
	FUND	Jul-23	JULY 23 -24	July -June	July -June	July -June
General	1	\$126,200,922.80	\$127,328,420.57	\$34,718,163.56	\$500.00	\$92,610,757.01
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$622,480.86		\$3,416,719.14
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,270,545.37		\$5,750,395.75
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,623,618.35	\$ -	\$6,871,926.65
Operating Capital	5	\$2,742,547.00	\$2,742,547.00	\$1,089,107.93	\$ -	\$1,653,439.07
Building Construction	6	\$ -	\$ -	\$ -		\$ -
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,649,631.32	\$ -	\$21,997,591.68
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$208,549.26	\$ -	\$741,450.74
Student Activity	79	\$58,406.00	\$581,369.43	\$96,838.32	\$ -	\$484,531.11
REVENUE	TOTALS:	\$173,430,884.92	\$175,081,346.12	\$41,278,934.97	\$500.00 \$ -	\$133,802,911.15

EXPENSES	23-24		23-24	23-24	23-24	23-24
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET	EXPENSES TO YEAR TO DATE	EXPENSES ENCUMBERED	BUDGET BALANCE
	FUND	Jul-23	JULY 23-24	July - June	July -June	July - June
General	1	\$120,283,293.86	\$120,755,912.84	\$28,295,779.46	\$4,042,733.04	\$88,417,400.34
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$911,343.83	\$2,302,860.65	\$798,671.52
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$1,766,050.45	\$482,966.43	\$4,500,615.88
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$1,987,740.21	\$29,971.53	\$5,613,153.26
Operating Capital	5	\$7,999,619.25	\$7,999,619.25	\$3,318,609.30	\$232,068.68	\$4,448,941.27
Building Construction	6	\$ -	\$ -	\$2,174,540.25	\$418,571.72	-\$2,593,111.97
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$314,982.24	\$ -	\$600,017.76
Student Activity	79	\$306,948.00	\$276,264.96	\$48,618.26	\$2,620.19	\$225,026.51
EXPENSE	TOTALS	\$171,310,984.87	\$172,233,920.81	\$41,074,126.45	\$7,511,792.24 \$ -	\$123,648,002.12

Fin 160 ESSER III

Expenses

Program 030 Asst Supt	\$22,613.50
Program 110 Admin	\$ -
Program 108 Tech	\$390,288.51
Program 203 Elem	\$341,633.01
Program 211 Secondary	\$284,394.87
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ -
Program 740 Pupil Engage	\$1,296.63
	\$1,040,226.52

Ex Curricular

Fund 01

Program 298	Revenue	\$231,206.22
Program 298	Expense	\$210,679.39

**Fundraisers Reported
October 2023**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park ES	5th Grade	\$1,125.00	Selling pizza & other items at school dance
Lincoln Park ES	Music Department (Band, Choir, Orchestra Students)	\$1,600.00	Coffee and Tea sales through Annick's Old World Coffee & Tea School Fundraising program
Lincoln Park MS	Choir program	\$100.00	T-shirt sales through DLH Clothing. DLH will create a "sing" t-shirt that is LPMS colored (blue and yellow). Portions of any shirt sold during the fundraiser would be given to our Choir program. No selling would be required by our students, other than sharing an online store.
Districtwide	KeyZone with YMCA	\$1,890.00	A fun interactive way to help provide childcare assistance, extracurricular activities, swim lessons, and meals to students of the ISD 709 District through the YMCA.

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: QUOTE #4388 OPG-3 CONTENT MANAGEMENT
Date: November 9, 2023

The quote is for the implementation of a content management system for employee files from the Human Resources department documents . One (1) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
OPG-3	\$26,225.00
REVER	NO REPLY
HYLAND	NO REPLY

The Human Resources Department (Theresa Severance and Rebecca Lester) reviewed the quote.

Theresa Severance, Director of Human Resources, recommends accepting and awarding the quote meeting specifications as submitted by OPG-3 for the amount of **\$26,225.00 for the OPG-3 CONTENT MANAGEMENT**

Theresa Severance will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Theresa Severance will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Human Resources

Fund Custodian: Theresa Severance, Director of Human Resources



Expenditure Contracts Signed October 2023

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

Name	Amount*	Contract Source**	Description
Heggerty	\$1,350.00*	TLE (DU)	Professional development webinar for up to 100 participants
Duluth Community School Collaborative	\$4,350.00*	TLE (DR)	Lincoln Park summer programming
AMLE	\$5,000.00*	TLE (DU)	Professional development services
Men as Peacemakers	\$8,000.00*	TLE (DU)	Building social-emotional skills, conflict resolution and leadership skills with students at Lincoln Park MS, Myers-Wilkins ES, Piedmont ES, Laura MacArthur ES
First Witness Child Advocacy Center	\$5,000.00*	MTSS (DU)	Provide child sexual abuse prevention information to both teachers/staff, parents, and children of Duluth Public School elementary sites upon request
Many Rivers Montessori	TBD	Transportation (DR)	Transportation reimbursement FY24
Thomas Howes	\$510.00*	Am. Indian Education (DR)	Facilitate traditional Native American lacrosse games for youth and community members of ISD 709
Anthony Mazzini	\$510.00*	Am. Indian Education (DR)	Facilitate traditional Native American lacrosse games for youth and community members of ISD 709
Arianna Northbird	\$210.00*	Am. Indian Education (DR)	Facilitate traditional Native American lacrosse games for youth and community members of ISD 709 ²⁶

Alex Flinner	\$500.00*	Am. Indian Education (DR)	Professional sound, lighting, technical and education services for public performances and community events sponsored by Duluth American Indian Education for the 2023-24 school year
Cooperative Strategies	\$3,600.00*	Communications Dept. (DU)	Renewal for My School Location – allows site clericals to find out where a student should be enrolled
Daniel Gartrell	\$835.00*	Early Childhood (DR)	Teaching a professional development class to preschool staff
Patrick Mulcahy	\$3,500.00*	East HS (DU)	Production assistance with fall musical
Christina Stroup	\$1,000.00*	East HS (DU)	Production assistance with fall musical
Amber Burns	\$2,000.00*	East HS (DU)	Production assistance with fall musical



Heggerty
805 Lake Street, #293
Oak Park, IL 60301
708-366-5947 (phone)
orders@heggerty.org
www.heggerty.org

CONTRACT FOR PROFESSIONAL DEVELOPMENT: Webinar

Bill To Name	Duluth Public School District	Quote #	615171
Contact Name	Dale Uselman	Quote Date	10/16/2023
Bill To	215 N 1ST AVE E DULUTH, MN 55802-2058 USA		

Product Name	PD Start	PD End	Time Zone	Topic	Literacy Specialist	Number of Participants	Sales Price	Total Price
Professional Development Webinar	12/4/2023, 12:30 PM	12/4/2023, 2:00 PM	Central	Kinder/Primary 2020	Katie Durst	Up to 100	\$1350.00	\$1350.00
Subtotal							\$1350.00	
Total Price							\$1350.00	
Grand Total							\$1350.00	

Professional Fee: The District agrees to pay the Grand Total Amount above to Literacy Resources, LLC within 30 days upon completion of the Professional Services. **A PO must be submitted two weeks prior to the training date.** Preferred payment methods include Direct Deposit (EFT/ACH), Credit Card, and E-Check. Physical checks are also accepted and should be payable to **Literacy Resources, LLC**.

Handouts: The District will duplicate the handout sent in advance for all participants. The District acknowledges and agrees that all copyright and other intellectual property rights in the materials within the handouts belong to Literacy Resources, and the District will not copy, distribute, display or modify the handouts except as provided herein or otherwise as approved by Literacy Resources in writing.

Equipment: A computer or tablet with a projector should be used to display the webinar to a group. Zoom is the online platform used to provide this webinar and the camera and speakers should be enabled prior to the start time of the webinar.

Intellectual Property Rights & Webinar Recording: The District will be provided with a recording of the webinar for 30 days following the scheduled date of the webinar. The District acknowledges and agrees that all copyright and other intellectual property rights in the recordings belong to Literacy Resources, and the District will not copy, distribute, display, perform or modify the recordings as provided herein or otherwise as approved by Literacy Resources in writing.

Cancellation Policy: The District acknowledges and agrees that cancellations made by the District up to 2 weeks (14 days) prior to the scheduled date of the webinar will be processed without penalty, and any prepayments made will be refunded in full. Cancellations made by the District less than 2 weeks (14 days) prior to the scheduled date of the webinar will be subject a charge equal to 100% of the professional fee – any prepayments made will not be refunded.*

***Force Majeure:** In the event either party must cancel the scheduled webinar because of circumstances reasonably beyond its control, including but not limited to closures due to weather, closures due to pandemic, technical or power interruptions or malfunctions, strike, national emergencies, fire, flood, catastrophe, or acts of God, the District shall not be responsible for any cancellation fees or penalties. In the event of such an occurrence, each party agrees to make a good faith effort to reschedule professional services for a later date and time.

District Imine Zurich
Exec. Dir. Business Services
 Title
10/23/23
 Date

Kimberly Greene
 Literacy Resources, LLC
PD Coordinator
 Title
10.16.2023
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4 day October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative , 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until October 31, 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.** *See attachment*

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 \$4350. 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: Anthony Bonds, 709 Portia Johnson Drive, 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) to Duluth Community School Collaborative, 32 E 1st Street, Suite 202, Duluth, MN 55802

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

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

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

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

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

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

17. Insurance. (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

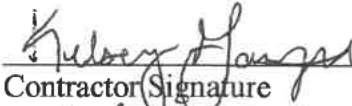
such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide 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.

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

41-2002724
SSN/Tax ID Number

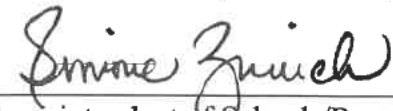
10-4-2023
Date


Program Director

10/5/23
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	E	005	203	161	303	013
----	---	-----	-----	-----	-----	-----


CFO/Superintendent of Schools/Board Chair

10/17/23
Date



Duluth Community School Collaborative Proposal for ISD 709 ESSER Funds

Lincoln Park Summer Programming

June 20, 2023

DCSC Overview

The Duluth Community School Collaborative (DCSC) works with children and youth holistically in the context of their family, their school, and their community. Our mission is to foster community partnerships promoting wellness and school success for youth and families, creating a community of life-long learners that embraces diversity.

Originally created to address inequities within the Hillside neighborhood schools, the Duluth Community School Collaborative was the first in the state of Minnesota to adopt a Full-Service Community School (FSCS) model. This model is considered a leading place-based equity strategy in the education reform movement. The Duluth Community School Collaborative (DCSC) was founded in 1999 at Grant Elementary School and incorporated in 2001 as a 501(c)(3). Neighbors and educators in the community founded the organization (formerly known as Myers-Wilkins Community School Collaborative) in one of the more impoverished areas of the city through a grassroots campaign of advocacy and resource development. Because of its success in achieving desired outcomes; and, due to alignment with District-wide goals, two additional schools joined the Collaborative in 2015—Lincoln Park Middle School and Denfeld High School.

Poverty's impact on children often leads to academic under-performance, and limited access to the educational, social, and cultural enrichment opportunities that keep youth intellectually and creatively engaged. The Duluth Community School Collaborative builds intentional partnerships with community organizations and individuals in order to support academic success and well-being of the whole child. Knowing that poverty's negative impact on children, their families, and neighborhoods is profound and multifaceted, we seek to improve access to services and supports that contribute to student achievement by providing FSCS benefits within Myers-Wilkins, Lincoln Park and Denfeld Schools. The Full-Service Community School Model is based on four pillars: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices. The impact of these services extends far beyond the walls of the school, benefiting neighborhoods, partner organizations, businesses and the City of Duluth.

	support – connecting partner organization planning. DCSC Program Director planning and onboarding. DCSC Executive Director staff hiring support.	training day and planning time)
Supplies	\$500 Supplies (craft, SEL supplies, sports equipment, etc). and activities from Denfeld OST program and MW OST programs	\$1,500 Art supplies, cooking and gardening supplies, SEL tools, Camera Rental, etc.
Training and Debrief	In-Kind Coordinated staff welcome and circle activities. Post program debrief.	\$250 Staff orientation and debrief meals
Transportation	Coordination with ISD 709 Transportation Dept	In-Kind Coordination with summer school busing (later time)
Total Budget: \$7,650	Total Match: \$3,300	Total Request: \$4,350

Contact

Duluth Community School Collaborative

Kelsey Gantzer, Executive Director, kelsey@duluthcsc.org, 218-212-5952





Scope of Work

AMLE & Duluth Independent School District 709

About the Association for Middle Level Education

AMLE is the only international organization of its kind for middle school educators, working to advance the education of all students aged 10-15. With a community more than 35,000 members strong, AMLE is the go-to source for middle level education, peer-reviewed research, best practice, and professional development. Its landmark position paper, *The Successful Middle School: This We Believe*, is recognized as the best articulation of the middle school concept. Since it was first published in 1982, middle school educators have relied on the text to build high-performing school communities using the 5 essential attributes and 18 Characteristics at the core of successful middle schools. The text has grown from a single document into a comprehensive program of tools and resources that educators, schools, and districts can adopt to help ensure student success.

Services Contracted

In addition to a previous Scope of Work, Duluth Independent School District is exploring AMLE's professional development services in support of a redesign of a master schedule that moves the District into compliance with state mandates while supporting best practices in middle level education for young adolescents.

Professional Development

Jennifer Rose, AMLE Director of Professional Development, alongside AMLE cadre member, Tim Schigur, will collaborate to support the Duluth Middle School Model Schedule project.

Impact of Services

This consulting/coaching work is intended to directly support the school's goals by creating a schedule model that meets students' developmental needs, while maintaining DFT contractual obligations within a budget pre-determined by the Board of Education.



Schedule Redesign and Coaching

AMLE will review the district-provided current master schedule, draft schedule, and other provided resources, such as the DFT Contract, and prepare a case study with observations and recommendations. AMLE will be utilizing the framework that the Scheduling Committee is "tasked to creatively envision a middle school model and an accompanying innovative schedule that keeps best practices and the desired daily experiences of our students at the center of our focus." While considering the parameters to ensure that there is "no reduction of core content minutes", "the cost is responsible", and that the schedule "Aligns with the Desired Daily Experiences of our students" and "Addresses standards outcomes." School recommendations and virtual coaching/consultation sessions will be scheduled as needed throughout the process, which is expected to take two - four weeks. Cost of services \$ 5,000 (AMLE Member)

01 E 012 030 000 305 030

Ermine Zurich 10/12/23



AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2023, 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, 2023 and shall remain in effect until June 30, 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.** 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 \$8,000 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, 709 Portia Johnson Dr, 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: Jessica Smith, 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.

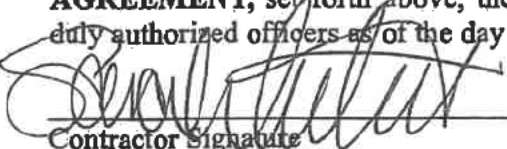
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

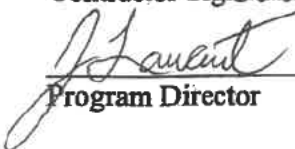
16. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

10-3-23
Date


Program Director

10/4/23
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).

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

Imine Znuich

Executive Dir. of Finance & Business Services

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and FirstWitness Child Advocacy 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 6th, 2023 and shall remain in effect until June 30th, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, 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, 709 Portia Johnson Dr, 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 FirstWitness, 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.

Travis Cronaugh
Contractor Signature

41-1737291
SSN/Tax ID Number

10/4/23
Date

[Signature]
Program Director

10/10/23
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).

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

Erin Zwick
Executive Dir. of Finance & Business Services

10/16/23
Date

Many Rivers Montessori
Guidelines for
TRANSPORTATION REIMBURSEMENT
2023-2024

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:

$$\underline{\hspace{1cm}} \text{ days } \times \underline{\hspace{1cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

(One round trip from home to school)

3. Email "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 2023-2024 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 7, 2024.

SCHOOL NAME

BY _____
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY *Simone Zinnich* 10/11/23
Director of Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, 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: Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 4/25/2023 and shall remain in effect until 9/1/2024, 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 \$30 hourly and \$ 510 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: _Brett Mensing_, 709 Portia Johnson Drive, 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) 11609 Perch Lake Dr. Duluth MN 55808.

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.

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

10/23/23
Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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).

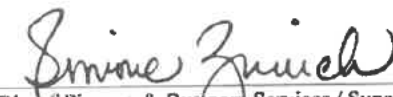
Please check the appropriate line below:

☒ 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	203	161	303	012
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

10-31-23
Date



AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Mazzini, 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: Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 4/25/2023 and shall remain in effect until 9/1/2024, 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 \$30 hourly and \$ 510 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: Brett Mensing, 709 Portia Johnson Drive, 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) 2102 Jefferson St. Apt 2, Duluth MN 55812.

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

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

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

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

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

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

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

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

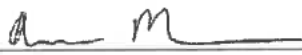
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


Contractor Signature


SSN/Tax ID Number

10/27/23
Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	803	161	303	012
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

10-31-23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Arianna Northbird, 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: Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 4/25/2023 and shall remain in effect until 9/1/2023, 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 \$30 hourly and \$210 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: Brett Mensing, 709 Portia Johnson Drive, 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) 1790 Big Lake Rd
Cloquet MN 55720 .

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.

Arianna Northbird [REDACTED] 10/26/23
Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	203	161	303	012
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

Giselle Zunic 10-31-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

Anthony Baker

AGREEMENT

THIS AGREEMENT, made and entered into this __4th__ day of October , 2023, 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 October 9th, 2023 and shall remain in effect until June 30th, 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.** Professional sound, lighting, technical and educational services for public performances and community events sponsored by Duluth American Indian Education Department in school year, 2023-24 including but not limited to Round Dance, School Pow Wow, and American Indian Heritage Assembly Performances

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 \$25 (twenty-five dollars) hourly and \$500 (five hundred dollars) 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: Edye Binesikwe Washington, Coordinator of American Indian Education Department, 709 Portia Johnson Drive, 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)
Alex Flinner Theatrical Production Services 720 W. 3rd 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.

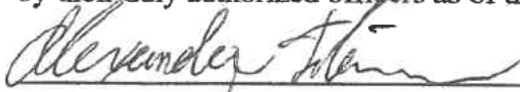
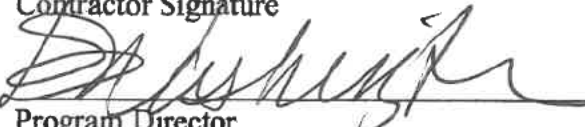
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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.


46-43000 55
10/04/2023
 Contractor Signature SSN/Tax ID Number Date

10/5/2023
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

 Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 27th day of October, 2023 ("Effective Date"), by and between Duluth Public Schools at 709 Portia Johnson Drive, Duluth, MN 55811, hereinafter called "Client", and Cooperative Strategies, LLC at 4675 Lakehurst Ct., Ste. 200, Dublin, OH 43016, hereinafter "Consultant" and each, a "Party" or together, the "Parties". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. **SERVICES TO BE PERFORMED BY CONSULTANT**

Section 1.1 Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

Section 1.2 No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other. Consultant shall retain the exclusive right to control and direct all details of the Services, within the proscribed guidelines set by Client.

ARTICLE II. **OWNERSHIP; USE**

Section 2.1 Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented, or reduced to practice ("Consultant Materials").

Section 2.2 Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Any unauthorized use or reuse of the Consultant Materials or Reports shall come at the sole risk of the Client. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees, and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale, or distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

Section 3.2 Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Services in the SOW in accordance with the standard of care ordinarily exercised by members of the same profession.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall carry and maintain throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,000 per claim/\$2,000,000 annual aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V. OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

Section 5.2 Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents, and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either Party may terminate this Agreement (and the SOW) for convenience upon thirty (30) days' prior written notice to the other Party.

Section 6.3 Breach. Either Party may immediately terminate this Agreement with written notice to the other Party in the event of a material breach which is not cured within ten (10) days after written notice by the non-breaching party to the breaching party describing the material breach and intent to terminate this Agreement. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses, and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Indemnification. Consultant shall indemnify and hold Client harmless from and against liabilities, damages, claims, (collectively, "Claims") and reasonable expenses in connection therewith, including reasonable defense attorneys' fees and

expenses, to the extent caused by) breach the negligence of the Consultant in performance of the Services.

Section 6.6 Survival. Sections 1.2, 5.2, 6.4, 6.5, 6.6, and Articles II, III, VII, and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a Party to the other Party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a Party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors, or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing Party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving Party; (iii) is rightfully disclosed to the receiving Party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, as evidenced by the receiving Party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each Party, as a receiving Party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other Party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving Party is required by law to disclose any Confidential Information of the other Party, the receiving Party shall provide the disclosing Party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving Party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing Party's Confidential Information.

Section 7.4 Injunctive Relief. Each Party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each Party agrees that the other Party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: karen.jackson@woolpert.com; Client: _____), but each Party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither Party may assign or delegate this Agreement, in whole or in part without the express written consent of the other Party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a Party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending, or replacing such statute. In entering into this Agreement, neither Party has relied on any warranties, representations, or promises not expressly set forth herein.

Section 8.5 Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the Parties and signed by authorized representatives of both Parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the Parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The Parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing Party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing Party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF ARTICLE VII OR DAMAGES TO CONSULTANT ARISING FROM CLIENT'S BREACH OF SECTION 2.2, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT SUCH LIMITS ARE ALLOWABLE UNDER APPLICABLE LAW.

Section 8.11 Delay. Neither Party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay. In such event, the parties agree that the time for performance and Consultant's fee shall be equitably adjusted.

Section 8.12 Limitation of Liability. The Parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore,

notwithstanding anything to the contrary, Client agrees that Client's sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties, to the extent permitted by applicable law. Consultant's total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement unless otherwise required by applicable law. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT'S ORGANIZATION IS AT CLIENT'S OWN DISCRETION AND RISK. THE CLIENT HEREBY ACKNOWLEDGES THAT CONSULTANT CANNOT WARRANT THAT OPINIONS, SUMMARIES, PROJECTIONS, OR RECOMMENDATIONS BY CONSULTANT WILL NOT VARY FROM ACTUAL FUTURE CONDITIONS. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT SUCH SERVICES ARE SUBJECT TO INTERPRETATION, AND INVOLVES FACTORS BEYOND THE CONTROL OF CONSULTANT. CONSULTANT CANNOT AND DOES NOT WARRANT OR REPRESENT THAT THE PROJECT WILL REALIZE OR OBTAIN ANY SPECIFIC RESULTS.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

Duluth Public Schools

By: 

Scott Newell
Chief Executive Officer

By: 

Date: October 27, 2023

Date: 10-31-23

EXHIBIT A

STATEMENT OF WORK

DULUTH PUBLIC SCHOOLS MYSCHOOLLOCATION

STATEMENT OF WORK SCHOOL LOCATOR

Cooperative Strategies, LLC (CS or "We") will provide and host an interactive School Locator (myschoolLOCATION) to Duluth Public Schools (Duluth Public Schools or "School District"). This Locator will enable community members to use their addresses* to identify which School Attendance Boundary they reside within. The School Locator will be accessible through the myschoolLOCATION platform that may be linked to the School District's website. The table below details the specific activities and tasks we will perform under this Statement of Work.

ACTIVITY & TIMING	TASKS
1. Annual Service	1.A. Host CS will host the myschoolLOCATION School Locator and pay the relevant costs associated with hosting the locator for 1 year.
Enhancements & Updates (Additional Fee)	Enhancements & Updates At the School District's request, CS will update the attendance boundaries due to a boundary change, provide enhancements or updates to features, or additional features, for an additional fee.

EXHIBIT B

FEE SCHEDULE

DULUTH PUBLIC SCHOOLS MYSCHOOLLOCATION

FEE PROPOSAL

The proposed annual hosting fee for Cooperative Strategies, LLC to provide and host an interactive School Locator (myschoolLOCATION) to Duluth Public Schools (Duluth Public Schools or "School District") as described in the Statement of Work is illustrated in the table below, plus reimbursable expenses. This fee shall be payable in monthly installments based on the percentage of work completed.

OPTION	SERVICE DESCRIPTION	PROPOSED FEE
Initial	*1-year Service Agreement (2023)	\$1,500 (plus reimbursable expenses)
 Initial	3-Year Service Agreement** 2023 2024 2025	\$3,600 (billed annually at \$1,200) (plus reimbursable expenses)
	Enhancements & Other Updates	Standard Hourly Rates (plus reimbursable expenses)

Fees above are based on Agreement being entered into prior to November 30, 2023.

****If 3-Year Service Agreement is terminated early, \$300 per year of active service will be billed on final invoice.**

STANDARD HOURLY RATES

Should Duluth Public Schools request enhancements or updates to features, or additional features, outside the initial startup activity; or meetings or additional services outside the scope outlined in this proposal—such as our attendance at Board Meetings—the fee for such services, including meeting preparation and travel time, will be billed at the standard hourly rates below, plus reimbursable expenses.

POSITION	RATE
CEO	\$300/hour
Executive Director / Partner	\$275/hour
Senior Director	\$225/hour
Senior Associate Director	\$200/hour
Associate Director	\$175/hour
Senior Associate	\$150/hour
Associate	\$120/hour

REIMBURSABLE EXPENSES

In addition to professional fees, Duluth Public Schools is responsible for expenses including travel (mileage, lodging, parking, etc.), meals, all printing, postage, overnight delivery service, and other direct expenses associated with the project. Reimbursable expenses will be invoiced monthly with professional fees.

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of September , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Gartrell, 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 15, 2023 and shall remain in effect until June 30, 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. *Daniel will be teaching a Professional Development class to Preschool Staff titled, "Teaching Children to Gain Five Democratic Life Skills with Boys in Mind."*

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 the following: Public Speaking fee \$575, 300 miles round trip @ .50 per mile = \$150 for mileage, \$110 for one night of lodging. Grand total up to \$835.

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: Duluth Preschool, 709 Portia Johnson Drive, Room 209, 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 10,000 Long Lake Drive, Bemidji, MN 56601.

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



9/22/23

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:

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

04	E	005 579 503 303	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



10/16/23

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.

Daniel J. Gartrell * 
Contractor Signature SSN/Tax ID Number Date

9/22/23
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005 579 503 303	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

Erin Zinnich 10/16/23 Date
Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

* Updated mailing address
Dan Gartrell
535 A Laurel Ave
St. Paul MN 55102

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of Sept, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Patrice Mulcahy, 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 Sept 1 2023 and shall remain in effect until June 30, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$_____ hourly and \$3500 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: _____, 709 Portia Johnson Drive, 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)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


Contractor Signature _____ SSN/Tax ID Number _____ Date 9/23/23


Program Director _____ Date 9/23/23

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	220	298	000	365	438
XX	X	XXX	XXX	XXX	XXX	XXX

X 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 _____ Date 10-31-23

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of Sept, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Christina Stroup, 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 Sept 1, 2023 and shall remain in effect until Nov 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$_____ hourly and \$ 1,000⁰⁰ 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: _____, 709 Portia Johnson Drive, 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)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number Date
9/22/23

Program Director Date
9/23/23

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	220	298	000	305	438
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 Date
10-26-23

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of Sept, 20 23, by and between Independent School District #709, a public corporation, hereinafter called District, and Amber Burns, 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 Sept 1, 2023 and shall remain in effect until June 30 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 2,000.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 709 Portia Johnson Drive, 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)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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



Contractor Signature

SSN/Tax ID Number

Date

9/25/23



Program Director

Date

9/23/23

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

X 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

10-26-23

Date

**No Cost Contracts Signed
October 2023**

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

Name	Contract Source	Description
Conflict Resolution Center	Lincoln Park MS	CRC will provide onsite support services and programming related to conflict resolution for students and staff at LPMS
University of Minnesota Duluth	TLE	Clinical experience teaching affiliation agreement for student teaching opportunities during the 2023-24 school year
University of Minnesota Duluth	Special Services	Establishing a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences

AGREEMENT

THIS AGREEMENT, made and entered into this September 1, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, Lincoln Park Middle School, hereinafter called LPMS, and Conflict Resolution Center an independent contractor, hereinafter called Contractor or CRC.

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 1, 2023 and shall remain in effect until June 30, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

I. BACKGROUND AND INTENT

This Agreement is between Independent School District #709, Conflict Resolution Center (CRC), and Lincoln Park Middle School (a school within ISD709, herein after referred to as LPMS).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the CRC and LPMS and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum, to students at LPMS.

WHEREAS, LPMS desires to supplement its capacity to provide conflict resolution supports, services, and programming for its students.

WHEREAS, LPMS recognizes that the independently owned and operated CRC has independent funding and staff available to provide conflict resolution related support, services, and programming to supplement LPMS' existing social emotional behavioral cultural learning and restorative practice work.

WHEREAS, LPMS would like to collaborate with CRC to integrate conflict resolution related support, services, and programming into its multi-tiered system of support framework.

THEREFORE, CRC and LPMS agree that it is in the best interest of students attending LPMS to enter into an understanding

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Lincoln Park Middle School

It is understood that CRC and Lincoln Park Middle School staff must work together as a team to effectively meet the needs of LPMS students as it relates to conflict resolution and supplementing restorative practices. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite support, services, and/or programming related to conflict resolution to students and staff at LPMS on regularly scheduled days and regularly scheduled times at LPMS as students are referred by LPMS staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by LPMS staff will be seen individually or in a group setting by CRC staff at LPMS in an appropriate setting for education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in team meetings with school personnel as needed in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and LPMS.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

Role of Lincoln Park Middle School

1. LPMS staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.
2. LPMS staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them to the location of the scheduled meeting with CRC staff.
3. LPMS staff will develop and implement a system to refer students to CRC supports, services, or programming when appropriate as defined by the school.
4. LPMS will provide CRC staff with an appropriate meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. LPMS will communicate with parents and/or guardians and obtain permission before making a referral to CRC staff.
6. With permission from the student's parent/guardian, LPMS staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. LPMS staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of September 1, 2023 and will continue through June 30, 2024 unless either party provides written notice per the termination clause below.

Termination. Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

Confidentiality. CRC and Lincoln Park Middle School agree that by virtue of entering into this Agreement they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and LPMS agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged.

Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Students may be referred to CRC education groups by identified members of LPMS staff according to established partnership agreements. LPMS staff will obtain written consents from parents/guardians and refer students to participate in CRC education groups. Students and parents/guardians will be made aware of the referral and may decline to participate with CRC services.

Data Collection. LPMS will be responsible for providing non-identifying student

data to CRC for grant reporting purposes. LPMS can provide identifying student information to CRC staff with written consent from parent/guardian in order to access CRC services.

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 \$0 hourly and \$0 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:Accounts Payable, 709 Portia Johnson Drive, 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) Center for Conflict Resolution 230 W. Superior St. Suite #200, Duluth, MN 55802

Notices. All notices to be given by CRC to LPMS shall be deemed to have been given by depositing the same in writing in the United States mail: Lincoln Park Middle School, Attn: Principal Brian Kazmierczak, 3215 W 3rd Street, Duluth, MN, 55806.

All notices to be given by Lincoln Park Middle School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, 230 W. Superior St. Suite #200, Duluth, MN 55802.

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

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

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

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

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

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

17. **Insurance.** (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.

Erica L. Backstrom ^{EIN} 45-5164357 10-5-23
Contractor Signature SSN/Tax ID Number Date

Erica L. Backstrom 10-5-23
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).

XX	X	XXX	XXX	XXX	XXX	XXX

 Check if the contract will be paid using Student Activity Funds

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

Ermine Zureich 9/21/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



UNIVERSITY OF MINNESOTA

CLINICAL EXPERIENCE TEACHING AFFILIATION AGREEMENT

This Clinical Experience Affiliation Agreement is made this 6th day of October, 2023 (the "Agreement") by and between **Regents of the University of Minnesota Duluth campus College of Education and Human Service Professions (CEHSP)** (hereinafter referred to as ("University") and **Duluth Public Schools, ISD 709** (hereinafter "School District").

WHEREAS, the University seeks to provide opportunities to its teacher candidates to complete clinical experiences in a school setting which may include field experience, student teaching, or practicum (the "Clinical Experience");

WHEREAS, the School District is able and willing to provide such Clinical Experience to the teacher candidates who meet appropriate requirements as set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties enter into the Agreement as follows:

1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- A. *Selection of Teacher Candidates.* University will place with the School District only University students who are a part of its State of Minnesota approved teacher licensure program ("Teacher Candidates") and eligible for such placement under State, University, and school board guidelines and regulations.
- B. *Education of Teacher Candidates.* The University will be responsible for the classroom education of its Teacher Candidates which includes the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- C. *Expectations of Teacher Candidates During a Clinical Experience.* The University is responsible for communicating the program requirements and clinical experience expectations to the teacher candidates.
- D. *Background Check.* The University will require criminal background checks for Teacher Candidates and will inform Teacher Candidates that the School District may require additional background checks.
- E. *Cooperating Teacher Training.* The University will provide the cooperating teacher with the necessary information and training that addresses their role, program expectations, candidate assessments, procedures, and timelines.
- F. *Handling of Records and Data.* All records and data received by the University as a result of this agreement will be treated by the University in accordance with the terms of the Minnesota Government Data Practices Act and all applicable state and federal laws.
- G. *Advising Teacher Candidates of Rights and Responsibilities.* The University will be responsible for advising the Teacher Candidate of their own responsibilities under this Agreement. The Teacher Candidate shall be advised of their obligations to abide by the policies and procedures of the School District, and should any Teacher Candidate fail to abide by any policy and/or procedure, he or she may be removed from the clinical experience or program.
- H. *Honorarium.* For and in consideration of the placement of a student teaching Teacher Candidate with School District, the University agrees to pay each cooperating/mentor teacher selected to guide the student's experience an honorarium. This honorarium is in addition to the regular salary paid by the School District. This section is not intended to provide an honorarium for pre-student teaching field experience placements. Any consideration for field experience placements will be discussed between the parties on a case-by-case basis. Nothing about this Agreement, including the University's payment of this honorarium, shall make the cooperating/mentor teacher an employee, agent, or representative of the University. The cooperating/mentor teacher is responsible for any tax withholding or reporting associated with this honorarium.

2. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- A. *Establishment of Clinical Experiences.* The School District authorizes the use of its facilities as may be

agreed upon by the School District and the University for Clinical Experience, professional development, and observations.

- B. *Policies of School District.* In advance of the Teacher Candidate's participation in the Clinical Experience, the School District shall provide directly to the Teacher Candidates all of the applicable district and school policies.
- C. *Cooperating Teacher Eligibility Requirements.* The School District agrees to provide cooperating teachers who will supervise Teacher Candidate activities during the Clinical Experience. School District represents any School District cooperating teacher selected to work with a Teacher Candidate will meet the following minimum requirements:
 - i For student teaching and practicum, the cooperating teacher: (i) has at least three years of teaching experience as a teacher of record in the licensure area; (ii) holds a professional license aligned to the assignment; (iii) has completed, or is willing to complete, professional development in coaching strategies for adult learners; and (iv) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
 - ii For field experiences prior to student teaching, the cooperating teacher: (i) has at least two years of teaching experience; (ii) holds a Tier 2 license or professional license aligned to the assignment; and (iii) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
- D. *Status Change Notification.* The School District shall immediately notify the University if there is a change in the licensure status of any cooperating teacher providing supervision to any Teacher Candidate.
- E. *Vacancies.* The School District shall not replace any of its employees nor fill any vacancies normally filled by an employee with a Teacher Candidate assigned under this Agreement. For the avoidance of doubt, a Teacher Candidate shall not act as a substitute teacher if they are enrolled in an undergraduate teacher education program. Teacher candidates who are enrolled in post-baccalaureate or graduate teacher preparation programs, have previously earned a bachelor's degree, have an appropriate MN teaching license, have approval from their University liaison and School District, may serve as substitute teachers in their student teaching placement
- F. *Reporting of Teacher Candidate Progress.* The School District shall provide all information requested by the University on a Teacher Candidate's performance. If there are any Teacher Candidate evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- G. *Student Records.* The School District shall protect the confidentiality of Teacher Candidate records and data, whether such records or data are received from the University or the Teacher Candidate or are generated by the School as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Teacher Candidate unless required to do so by law or as dictated by the terms of this Agreement.
- H. *Background Check.* The School District shall communicate directly with the Teacher Candidate regarding any School District required criminal background checks that need to be completed prior to the start of the Clinical Experience. Any expense related to the criminal background checks will be the responsibility of the Teacher Candidate.

3. MUTUAL TERMS AND CONDITIONS

- A. *Number of Participating Teacher Candidates.* The parties will mutually agree upon the number of Teacher Candidates that shall be assigned to the School District for each Clinical Experience.
- B. *Removal of Noncompliant Teacher Candidate.* University may withdraw, suspend or terminate a Teacher Candidate for violations of the University's student code, academic deficiencies, behavioral violations, or other reasons subject to University policy, process, and procedures. The University liaison will notify the School District administrator promptly if a Teacher Candidate becomes suspended or withdraws from the teaching program or University. In cases where a teacher candidate's performance or conduct threatens the safety and welfare of students, visitors, or staff of the School District, the School District may suspend the teacher candidate's participation at the School District site(s). The School District administrator will consult with the University liaison before suspending a Teacher Candidate, except where consultation is not reasonably possible under the circumstances.
- C. *Termination of Placement.* If a Teacher Candidate feels threatened, harassed, discriminated against, or

unsafe as a result of Cooperating Teacher, or School District, conduct during the Clinical Experience, or Cooperating Teacher's conduct threatens the safety and welfare of Teacher Candidate or students of the School District, the University may suspend or terminate the placement of the Teacher Candidate with the Cooperating Teacher. In such case, the University liaison will promptly notify the School District administrator of the placement termination. In the case that a Cooperating Teacher leaves the School District, is suspended, or is terminated, the School District administrator will notify the University liaison promptly.

- D. *Term of Agreement.* This term of this Agreement shall be five (5) years, commencing on 2/12/24 and ending 2/12/29.
- E. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason upon thirty (30) days' written notice, with or without cause. Should the School District terminate this Agreement for reasons other than a material breach and prior to the completion of an academic semester, all Teacher Candidates enrolled at that time shall continue their educational experience until it would have been concluded absent the termination.
- F. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- G. *Governing Law.* This Agreement is governed by and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. All disputes regarding this Agreement shall be resolved in the state courts located in Minneapolis, Minnesota.
- H. *Modification of Agreement.* This Agreement shall only be modified in writing signed by both parties.
- I. *Relationship of Parties.* The relationship between parties to this Agreement to each other is that of independent contractors. The relationship of the parties will not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. The Teacher Candidate is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the School District or University and neither party shall have responsibility for payment of workers' compensation benefits to the Teacher Candidate.
- J. *Liability & Insurance.* Each party to this Agreement is responsible for the negligent acts and/or omissions of its own officers, Teacher Candidates, employees, volunteers and agents. Neither party is considered the agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a party to this Agreement.

Each party shall maintain during the term of this Agreement a liability insurance program with coverage for itself, its officers, employees, volunteers and agents. Evidence of liability insurance shall be provided upon request by either party. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University Teacher Candidates for activities performed within the course and scope of their duties under this agreement. General liability coverage for Teacher Candidates is limited to bodily injury and property damage claims.

OGC-CUSTOM AKD 17/NOV21

Nothing contained in this section or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either party of its governmental immunity; (ii) an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws.

- K. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Regents of the University of Minnesota

By: _____

Name: Scott Carlson

Title: Associate Dean, CEHSP

Date:

By: _____

Name: Amy Hietelpo

Title: Exec. Vice Chancellor of Academic Affairs

Date:

Duluth Public Schools, ISD 709

By: John Magas

Name:

John Magas

Title:

Superintendent

Date:

10/13/23



UNIVERSITY OF MINNESOTA
AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
between
Regents of the University of Minnesota
through its UMD ("University")
and
ISD 709 ("Affiliate")

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
("Agreement"), effective 9/1/2023 through 9/1/2028 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate's sites for certain University students enrolled in the program, the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<u>Affiliate:</u> ISD 709 <u>Attn:</u> 4316 Rice Lake Road Suite 108 Duluth, MN 55811 <u>Phone:</u> 218- <u>E-mail:</u>	<u>University:</u> University of Minnesota Duluth <u>Attn:</u> Kathy Dowell Psychology Department 1207 Ordean Court 320 Bohannon Hall Duluth, MN 55812 Phone: 218-726-6742 E-mail: kdowell@d.umn.edu
---	---

2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of students;

- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Affiliate or University and neither party shall have responsibility for payment of workers' compensation benefits to the student.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties agree to review this Agreement periodically to ensure that it meets with University's curriculum requirements, as well as the standards of the accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;
- c. Determination of completion of the assignment;

- d. If required, educational goals and objectives for the students in the program are outlined in Attachment _____;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubella), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate agrees to identify and provide University with current copies of any policies and procedures at the clinical site, which apply to the educational experience of the students.

2.3.5 Affiliate agrees to render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' clinical experience under this Agreement. As set forth in section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

3. Liability Insurance and Indemnity

3.1. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, the University will provide a certificate of insurance evidencing such coverage.

3.2. The University agrees to defend, hold harmless, and indemnify the Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The Affiliate shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4. The Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

4. Financial Terms. (Check appropriate financial description.)

☐ Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment _____.

☒ None

5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

5.3 This Agreement supersedes all other affiliation agreements between University and Affiliate for the above-named program.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto execute this Agreement as follows:

Regents of the University of Minnesota

By: Kathy Dowell
Name: Kathy Dowell
Title: Associate Professor
Date: 9/1/2023

By: Scott Carlson
Name: Scott Carlson
Title: Associate Dean, CEHSP
Date: 10/17/2023

By: Amy Hietapelto
Name: Amy Hietapelto
Title: UMD Exec Vice Chancellor of
Academic Affairs (Interim)
Date: 10-27-2023

Affiliate

By: Simone Zurich
Name: Simone Zurich
Title: Exec. Dir. Business Services
Date: 10/17/23

NOTE: This Agreement should be executed by Affiliate before University representatives begin the execution process.

Grant Applications

October 2023

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

Organization	Author/Contact	Project Title	Amount Requested	Terms
DSACF	Josh Lehigh	Denfeld/Band	\$1,800.00	Hire a guest artist to work with the bands and perform at a concert
MN FFA	Sonja Hakanson	East High School, CTE AFNR	\$2,000.00	Mental health grant, to purchase hammocks students can check out to use in School Forest.
Infy Makers Awards Contest	Cindy Miller	District-wide Technology and Innovation	\$10,000.00	Funds would be used for supplies, equipment, and PD for, and promotion of Makerspace and Computer Science curriculum, K-8.
MSHSL	Tom Pearson	Denfeld Athletics	\$500.00	Off-Peak bus passes for student-athletes.
Duluth Heritage Sports Center Foundation	Lara Olsen	Paid directly to Heritage Center on behalf of Lester Park 3rd grade	\$150.00	To provide one hour of ice time for 3rd grade field trip
Northland Foundation or Lloyd K Johnson Foundation	Jim Erickson	Laura MacArthur Elementary School	\$15,000.00	We are seeking to build a shed on the Laura MacArthur Elementary School field in order to let children use highly-engaging outdoor play and learning materials. In addition to storing winter recreational equipment like cross-country skis and kick sleds, the Duluth Family Area YMCA will partner with the school to provide child-friendly ladders, mats, and other loose parts for creative, cooperative, and physically-active play during out-of-school time programming and physical education classes. A shed is key

				to access the materials and equipment efficiently, train additional teachers and Y staff, and help more children benefit from outdoor play and learning at Laura MacArthur. Our draft line-item budget is \$7,000 for the shed, \$3,000 for new kick sleds for winter programming, and \$5,000 for fence alterations (necessary because of the City's requirements for the shed location). One KEY Zone staff member reflected on the potential of creating more opportunities with high-quality loose parts at Laura MacArthur: "The children would create whatever they wanted to create. Sometimes that would be forts, buildings, or play some sort of game or obstacle course. I think they really like the materials because they're so different from what we were able to get in the classroom
--	--	--	--	--