

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, March 11, 2024

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 7
 - 3) Facilities Department Report 9
 - 4) Technology Department Report 12
 - 5) Transportation Department Report 13
3. **Recommended Resolutions**
 - A. B-3-24-4018 - Acceptance of Donations to Duluth Public Schools 14
4. **Consent Agenda**
 - A. HR Staffing Report 15
 - B. Finances
 - 1) Financial Report 17
 - 2) Fundraisers 18
 - C. Bids, RFPs, and Quotes
 - 1) Bid #1323 Homecroft Parking Lot Reconstruction 19
 - D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
 - A. Expenditure Contracts 21
 - B. No Cost Contracts - None
 - C. Revenue Contracts 63
 - D. Grant Applications 69

Human Resources Report Summary

March 2024 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	9	28
# Retirements	10	2
# Resignations	2	10
# Leave of Absences	7	2

HR Department Updates:

Human Resources and Finance staff have been meeting with principals to view their current staffing levels, ensuring that FTE allocations and funding sources are accurate in preparation for 2024-2025 staffing decisions. ESSER position displacement notices (44) were sent out before the February break to teachers and all other displacement letters will be sent to certified staff by March 15 (~90). The second batch of letters includes long-term substitutes, 24 hour postings, out of field placements, tier 1 licensure, temporarily funded positions, and interim positions. To date, we have received 23 total retirement notices. The deadline for certified staff to submit without severance delay was February 1.

On February 15, Executive Director Theresa Severance attended the Minnesota Public Employee Labor Relations Association Winter Conference where the topics ranged from legislative changes to the Public Employment Labor Relations Act, Minn. Stat. 179A regarding terms and conditions of employment such as staffing ratios, continued discussion on the Earned Sick and Safe Time implementation challenges, navigating repudiation of past practice and working with Union stewards to understand union time and union leave.

Benefits Updates:

The Benefits Department has made the 1095-C (ACA) forms available via Skyward, and mailed all forms to anyone who did not opt out of getting a physical copy. In addition, the information has successfully been submitted to the IRS.

The Department is hard at work planning our first ever Employee Wellness Fair, which will be held on May 8th, from 12:30p-5p at the DSC building. There are already 24 confirmed vendors, and more are confirming each day. These vendors include Aviben, PEIP, Delta Dental, AAA, Duluth Parks and Rec, Crossfit Aerial, Superior Choice Credit Union, Risk Administration Services, and many more. Our District will also be represented by a Human Resources table, a Benefits table, a Health and Safety table, and a Community Ed table.

The Benefits Department highlighted our EAP in the February Human Resources Newsletter, including tips to getting a good night sleep. Calm was also highlighted for tips on finding a healthy work-life balance.

Hiring Updates:

Certified:

For 24-25 school year:

Teachers

Elementary (9)

Middle School (2)

High School (2)

For Summer School:

Excel Targeted Services (5)

Residential (4)

Seat Based (6)

Non-Certified:

Child Nutrition (3)

Clerical (1)

Maintenance(14)

School Custodian (5)

Engineer II (2)

Second Shift Engineer I (4)

Second Shift Engineer II (1)

Master Electrician (1)

Transportation (8)

School Bus Driver II (3)

School Bus Helper (2)

Head Start Bus Helpers (4)

Temporary Van Driver (1)

Playground/Cafeteria Monitor(6)

Paraprofessionals (8)

Licensed Sign Language Interpreter (3)

LPN Paraprofessional (1)

Sign Language Facilitator (1)

Sp. Ed. Building Wide Paraprofessional (3)

Sp. Ed. Program Paraprofessional (1)

Sp. Ed. Student Spec. Set III Paraprofessional (1)

Sp. Ed. Program Paraprofessional LPN (1)

Preschool Floating Paraprofessional (1)

Sp. Ed. Paraprofessional- After School Club (1)

Contract Negotiations:

We have a potential tentative agreement with the Duluth Federation of Teachers with language change information being shared with the bargaining unit on March 5 in anticipation for a vote on March 14. We are still active in negotiations with the Education Directors Association. Contracts still waiting to start the process for July 1, 2023 contract expiration are the Clerical Unit and the District-Wide Instructional Administrators Association. The National Conference of Firemen and Oilers contract expires July 1, 2024.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	475.00	395.00	80.00	67.00	66.00	83.00	92.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	436.00	370.00	66.00	74.00	75.00	74.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	246.00	210.00	36.00	41.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	523.00	441.00	82.00	103.00	75.00	82.00	86.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	299.50	247.50	52.00	51.50	55.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	331.00	274.00	57.00	63.00	59.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	287.00	239.00	48.00	45.00	54.00	46.00	43.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	313.00	261.00	52.00	51.00	51.00	56.00	50.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	390.00	313.00	77.00	72.00	61.00	66.00	53.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	224.00	183.00	41.00	42.00	32.00	40.00	36.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238.45	184.00	201.55	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1104.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.60	346.30	385.10	0.00	0.00	0.00	0.00	
AE Online 650	186.58	644 students							0.00	1.20	0.60	1.35	30.16	48.40	62.40	42.47
Denfeld 215	913.15	48 Open Enrolled, 63 FT Residents, 533 PT Residents							0.00	0.00	0.00	0.00	248.25	270.60	192.95	201.35
East 220	1400.85	average enrollment 0.29 or less than 2 classes							0.00	0.00	0.00	0.00	376.00	358.90	339.05	326.90
Merritt Creek Academy 81	84.60	34.00	8.00	4.00	3.00	10.00	7.00	10.00	9.00	7.00	9.60	6.00	7.00	3.00	1.00	
ALC 611	73.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.00	36.00	24.70	
Chester Creek Academy 575	30.00	21.00	0.00	2.00	4.00	5.00	7.00	3.00	2.00	2.00	1.00	2.00	2.00	0.00	0.00	
Rock Ridge Academy 580	41.80	12.00	2.00	6.00	1.00	2.00	1.00	2.00	3.80	3.40	5.70	6.20	7.00	1.70	0.00	
Arrowhead Academy 605	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	4.00	7.00	5.00	4.00	
Bethany Crisis Shelter 615	0.75	0.25	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.00	0.25	0.00	
Hospitals 630	18.00	6.00	0.00	2.00	1.00	1.00	0.00	2.00	0.00	0.00	3.00	4.00	3.00	2.00	0.00	
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85	
Total:	8038.78	3006.75	601.00	623.50	583.00	610.00	591.00	599.25	627.05	544.30	608.55	677.61	715.90	642.35	615.27	

2023-2024
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	0.00	0.00	0.00	-4.00		2.00	17.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	0.00	0.00	0.00	2.00		1.00	32.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	0.00	0.00	0.00	0.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	0.00	0.00	0.00	-2.00		-6.00	-54.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	0.00	0.00	0.00	0.00		-4.50	25.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	0.00	0.00	0.00	-1.00		-12.00	9.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	0.00	0.00	0.00	-1.00		-3.00	-4.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	0.00	0.00	0.00	-10.00		-6.00	-2.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	0.00	0.00	0.00	0.00		-6.00	-19.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	0.00	0.00	0.00	5.00	-11.00	-2.00	-8.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	0.00	0.00	0.00	-1.15		-6.00	31.45
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	0.00	0.00	0.00	2.37	1.22	2.40	45.17
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	0.00	0.00	0.00	-5.77		92.33	22.07
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	0.00	0.00	0.00	-3.10		-55.05	24.80
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	0.00	0.00	0.00	-9.30	-18.17	-166.15	11.60
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	0.00	0.00	0.00	0.15		-0.40	0.82
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	0.00	0.00	0.00	1.00		-22.30	-13.00
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	0.00	0.00	0.00	-1.00		-2.00	-17.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	0.00	0.00	0.00	-2.90		-7.20	14.35
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	0.00	0.00	0.00	3.00		8.00	1.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.00	0.00	0.00	-1.25		0.50	0.50
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	0.00	0.00	0.00	-1.00		8.00	-5.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	0.00	0.00	0.00	0.00	-2.00	-3.15	4.85
Total:	7928.83	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	0.00	0.00	0.00	-29.95	-29.95	-188.52	109.95
Change		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-8038.78	0.00	0.00				

2023-2024
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	0.00	0.00	0.00	14.00		197.00	277.00
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	0.00	0.00	0.00	-1.00	13.00	50.00	43.29
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	0.00	0.00	0.00	1.00		18.00	156.14
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	0.00	0.00	0.00	0.00		-17.00	442.57
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	0.00	0.00	0.00	1.00		-3.70	621.10
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	0.00	0.00	0.00	-5.00		-14.00	589.86
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	0.00	0.00	0.00	0.00		-5.00	613.43
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	0.00	0.00	0.00	-1.00		-19.33	600.38
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	0.00	0.00	0.00	-5.75		-11.74	603.56
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	0.00	0.00	0.00	-2.55	-12.30	-12.95	633.19
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	0.00	0.00	0.00	-2.30		-10.70	547.88
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	0.00	0.00	0.00	0.62	-1.68	-1.68	607.16
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	0.00	0.00	0.00	1.53		7.61	672.65
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	0.00	0.00	0.00	-2.15		4.85	716.67
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	0.00	0.00	0.00	5.15		-12.85	647.31
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	0.00	0.00	0.00	-20.50	-15.97	-110.03	666.08
K 12 Total:	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	0.00	0.00	0.00	-29.95	-29.95	-188.52	8117.98
Change		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-8038.78	0.00	0.00				

Child Nutrition Report

February 2024 Meal Counts

Week of:	Breakfast 2/1/2024	Lunch 2/1/2024	Breakfast 2/5/2024	Lunch 2/5/2024	Breakfast 2/12/2024	Lunch 2/12/2024	Breakfast 2/26/2024	Lunch 2/26/2024	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	195	742	500	1667	448	1636	402	1335			1545	5380	97	336
Denfeld	425	932	1129	2597	1055	2543	850	2038			3459	8110	216	507
Harbor City											0	1420	0	89
East High	547	1069	1449	2615	1426	2620	1057	2034			4479	8338	280	521
Homecroft	287	710	667	1705	659	1708	551	1333			2164	5456	135	341
Lakewood	168	385	494	926	396	862	391	751			1449	2924	91	183
Lester Park	285	826	731	1794	667	1786	599	1463			2282	5869	143	367
Lincoln park	348	879	936	2129	993	2127	702	1635			2979	6770	186	423
Lowell	546	1000	1497	2367	1275	2293	1114	1852			4432	7512	277	470
Laura Macart	364	468	1001	1232	978	1222	806	990			3149	3912	197	245
Myers-Wilkin	285	521	783	1279	714	1300	608	996			2390	4096	149	256
Ordean/East	250	1376	652	3314	618	3317	524	2647			2044	10654	128	666
Piedmont	534	780	1340	1793	1350	1788	1071	1505			4295	5866	268	367
Rockridge	52	71	112	179	111	179	89	134			364	563	23	35
Stowe	352	385	910	1014	894	975	709	791			2865	3165	179	198
ALC	15	32	71	71	55	76	51	68			192	247	15	19
	2 days	1 day ALC	5 days	4 days ALC	5 days	4 days ALC	4 days	4 days ALC						
	4653	10176	12272	24682	11639	24432	9524	19572	0	0	38088	80282	2383	5021
Denfeld Supp	Mon-thurs	182		602		227		450				1461	TOTAL	
Days of service		1		4		2		4					133	Daily

Summer Meals 2024

Preliminary plans are underway for the summer meals program for summer of 2024. Still waiting for the State of Minnesota to officially announce which areas/schools can have meal programs. Eligibility is determined by area eligibility of the families that live in that area. This information is taken from the free and reduced lunch applications that are returned each school year. Duluth Schools has been a provider of summer meals for many years and appreciates the opportunity to feed children in the summer when they are out of school.

Commodity Purchases for school year 2024-2025

Once a year the State of Minnesota opens the Commodity Store for purchases for the next school year. For over 15 years, Child Nutrition has taken almost all of it's commodity dollar purchases in fresh fruits and vegetables through the Department of Defense program (DOD). Commodity dollar awards are based off of meals served during the past 2 years. Child Nutrition will again spend around \$275,000 in fresh fruits and vegetables, as well as ground beef crumbles, diced chicken and other proven favorites in quality and taste. Our budget to spend for next year (24-25) is \$372,000.

Meals Year to Date

Monthly counts	Breakfast											Daily
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Average
Congdon	1095	1539	1861	1290	1969	1545					9299	83
Denfeld	3715	4850	4732	3245	4388	3459					24389	218
East High	3724	4911	5416	3984	5578	4479					28092	251
Homecroft	2658	3086	3036	1979	2807	2164					15730	140
Lakewood	1581	1770	1897	1191	1873	1449					9761	87
Lester Park	2667	2832	2883	1827	2795	2282					15288	136
Lincoln park Middl	2925	3735	3764	2681	3472	2979					19556	175
Lowell	6181	8242	5809	3820	5662	4432					32146	287
Laura Macarthur	3808	4046	4006	2689	3841	3149					21539	192
Myers-Wilkins	3100	3431	3342	2231	2947	2390					17441	156
Ordean/East Midd	2314	2688	2715	1852	2541	2044					14154	126
Piedmont	5583	5962	5748	3779	5403	4295					30770	275
Rockridge	836	698	852	378	499	364					3215	29
Stowe	3292	3196	3464	2580	3561	2865					18938	169
ALC	222	226	332	195	231	192					1398	
	43501	49200	49657	33701	47567	38088	0	0	0	0	261714	2324
	Lunch											Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	5932	6587	6887	4789	6711	5380					36286	324
Denfeld	10377	11204	10803	7488	10052	8110					58034	518
East High	9184	10201	10430	7490	10839	8338					56482	504
Homecroft	6246	6809	7070	4915	7021	5456					37517	335
Lakewood	3266	3727	3703	2607	3710	2924					19937	178
Lester Park	7042	7817	7382	4853	7237	5869					40000	357
Lincoln park Middl	8588	8893	8895	6123	8639	6770					47908	428
Lowell	9141	9814	9656	2725	9673	7512					48521	433
Laura Macarthur	4413	4914	4921	3374	4821	3912					26355	235
Myers-Wilkins	4885	5366	5422	3710	5017	4096					28476	254
Ordean/East Midd	12218	13531	13574	9461	13552	10654					72990	652
Piedmont	6995	7682	7583	5271	7741	5866					41118	367
Rockridge	706	832	787	478	757	563					4123	37
Stowe	3190	3580	3750	2743	3844	3165					20272	181
ALC	441	366	476	202	282	247					2014	
											0	
Supper	0	476	1228	1328	2542	1461				0	7035	
Harbor City	1711	1798	1726	1013	1590	1420				0	9256	
	94315	103375	104293	68570	104028	81743	0	0	0	0	556324	4804
Head Start	Breakfast											
Homecroft	159	267	238	192	287	187				0		
Lester Park	155	243	225	170	253	215				0		
Lowell	257	458	387	301	422	330				0		
Laura Macarthur	205	372	320	255	427	268				0		
Myers-Wilkins	582	699	434	443	530	545				0		
Piedmont	229	432	335	304	435	344				0		
Stowe	137	221	188	105	242	175				0		
	1704	2692	2127	1770	2598	2064	0	0	0	0		
Head Start	Lunch											
Homecroft	159	267	238	192	287	187				0		
Lester Park	289	459	414	330	453	398				0		
Lowell	358	595	491	409	621	501				0		
Laura Macarthur	208	376	321	256	431	268				0		
Myers-Wilkins	582	699	434	443	530	545				0		
Piedmont	292	517	415	364	548	461				0		
Stowe	137	221	188	105	242	175				0		
	2005	3134	2501	2099	3112	2535	0	0	0	0		
AFTERSCHOOL SNACK												
Congdon	857	1845	1905	1276	1958	1553				in may		
Lincoln park Middl	526	1082	1257	656	1110	800						
Lowell	2352	2614	2456	1801	2489	1775						
Laura Macarthur	406	573	620	348	594	495						
Myers-Wilkins	183	959	907	529	319	581						
Piedmont	765	1111	890	528	938	776						
Stowe	262	582	619	446	650	580						
	5351	8766	8654	5584	8065	6360	0	0	0	0		
Total meals/snack	146,876	167,167	167,232	111,724	165,368	130,790	-	-	-	-	889,157	
Days of service	22	20	20	14	20	16						112
Average meals per	6,676	8,358	8,362	7,980	8,268	8,174	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
2022 2023 school year												
Total meals/snacks	127,663	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804	1,217,242	
Days of service	19	19	20	13	19	14	21	14	22	6		187
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,363	7,363	8,013	6,301		

Facilities Management & Capital Project Status Report

March 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 286 work orders and are currently working on 278 open work orders.
- Facilities are working on constructing the new Computer Maintenance Management System (CMMS) the operational framework is completed. Fixed and Capital Asset reidentification will happen to integrate with Skyward.
- Auction of surplus items was held on the 24th of Feb. at the Garfield building.

Capital / Construction

- Smith Bell and Clock began the repairs of the clock tower. Hands and Gearing have been removed and are in the process of being redone
- Duluth News Tribune building Schematic Design is complete. Mechanical, Electrical and Structural Engineering assessment has been started.
- Bid opening for the Homecroft parking lot renovation occurred on 3/5/2024
- Lowell Elementary building envelope project is in the process of scope development from ICS
- Lincoln Park Middle School Pool project has cleared the document phase. Horizon is in the process of applying for the permitting through Minnesota Dept. of Health
- Quotes were received and awarded for Lincoln Park Middle School pool filter replacement portion of the renovation.
- Transportation bldg expansion kick off meeting. Project Scope and timeline items discussed.

Discussion with Legal Representation

- Facilities are still in discussions with Sedgwick on behalf of Kemps for the damage to Lowell elementary's loading dock wall.

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.

Health, Safety, and Environmental Management

- **Audits & Inspections**

- Automotive hoists at Denfeld were inspected, one needs repairs before it can be returned to use, one needs to be replaced. Both hoists that did not pass were locked out of service.
- IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing is being scheduled per Minnesota Department of Health guidelines.
- First fire walk through completed at Congdon Elementary 1/15/24 - action items have been corrected, final walk through scheduled for 3/19/24.
- Fire code corrections at East HS still under way

- **Regulatory Reporting**

- Bureau of Labor and Statistics survey submitted for Lowell Elementary
- Community Right-to-Know Tier II reporting submitted

- **Systems & Technology Updates**

- New Health and Safety Management software purchased through Vector, this system will help automate processes and assist with incident trending, corrective action tracking, and creating OSHA logs. It will also facilitate job safety analysis, inspection reports. Customization of the system is in progress, anticipated to take 8 weeks.
- New AED management system rolled out - data entry in progress, nearing completion

- **Training**

- Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
- Lexie completed a four day Industrial Hygiene course. Topics covered included air quality testing, ergonomics, hearing protection, physical hazard protection, toxicology, and biological hazards.

- **Chemical and Hazardous Waste Disposal**

- Oil drums at DNT have been picked up. Other items are inventoried and ready to be picked up. Pickup date is being scheduled.

- **Document Updates**

- Playground policy finalized, first reading at the 2/6/24, second reading 3/4/24
- IEA is working with the district to re-write HSE procedural documents that were severely outdated including Bloodborne Pathogens Process and Emergency Operations Plan (ERCM). Goal to update procedural documents before the start of next school year.

- **Injury and Incident Statistics**

- **February 2024 (as of 3/5/2024)**

- **OSHA Recordable Rate (TRIR): 1.05**
- **OSHA Recordable Injuries: 2**
- **Days Away from Work: TBD (25+)**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 7**
- **Near Misses/Hazards Reported: 1**

- **2024 Year-To-Date**

- **OSHA Recordable Rate (TRIR) (*Goal ≤ 1.00*): 1.56**
- **OSHA Recordable Injuries: 4**
- **Days Away from Work: TBD (25+)**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 22**
- **Near Misses/Hazards Reported: 1**

The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.

Technology Department - February 2024 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 1.2M Emails Messages Accepted/Delivered. 
 - 105K Rejected. 
 - 44K Spam folders. 
 - 1.1K were identified as Phishing. 
 - 29 were identified having suspicious attachments. 
 - 6K were identified as Spoofing. 
 - 0 emails were identified as Malware

- Account Information

- 11,133 Active Accounts. 
- 25.23TB of storage. 
- 389.7K Files shared externally. 
- 496 Suspicious login attempts. 
- 985 Failed user login attempts. 
- 56 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 346 New Technology Support Tickets Created. 
- 385 Tickets were resolved. 
- 218 Tickets remain unresolved. 

- **Remaining 2023 Summer Project Updates**

- DSC BoardRoom AV.
- CDW-G/Advanced Systems Integration, LLC Team will be onsite on April 29 & 30 to hopefully finish the project.

- **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](#)
- 460.304 kg is our January 2023 Carbon Footprint. 
- 3.41929 t is our May 2023 - January 2024 Carbon Footprint.

Transportation Report February 2024 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 in the new system fully and are moving toward the full automatic capability in it.

We had 82 field trips completed in February.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers, we are still short on drivers.
- Joe has been dealing with staff and their concerns and occasionally has to sub a route.
- Staff is getting tired since we are doing extra to keep up with demand for busing.
On a good note we have 1 helper and 1 driver starting on 3/11

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We received the other 2 used buses and are getting them ready to add them into service.
- We just purchased five more vans and they are in process of being readied for inspection so they can be sent out to sites for use.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Current average mileage 84,283 as we continue to purchase these newer buses this number continues to come down (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
Districtwide	Kevin Jacobsen	In-kind	Future Forward 709 Referendum Videos	Story North Productions graciously donated two :30 spots, and a :60 spot for the Future Forward 709 Referendum May 14, 2024.
Headstart	Jane Killough	\$100.00	Support Head Start families	
Headstart	Jane Killough	\$50.00	Support Head Start families	
Lester Park ES	Steve & Lani Leino	\$100.00	To be spent on items for Lundell's Setting III classroom	
Piedmont ES	Salem Lutheran Church	In-kind		4 grocery sacks of assorted hats, gloves and mittens; 2 sacks of assorted child size pants; 1 bag of assorted child socks

HUMAN RESOURCES ACTION ITEMS FOR: March 19, 2024**CERTIFIED APPOINTMENT**

BARTIKOSKI, KAYLA J
BOGENHOLM, BETHANY E I
CHMELIK, ROSALYN A
KOCHEVAR, ANNA M
LOHN, BREANNA J
LUEDTKE, JACK R
SAVRE, JAMES A
SMITH, MARK R
ZSCHUNKE, AARON M

POSITION

LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 5, 1.0, SISLO T. CHILDCARE LEAVE
SPED SMI/DCD SETTING III/MYERS WILKINS, (BA) III 1 1.0, RASMUSSEN C. TRANSFER
SPED STEPS SETTING IV TOSA/ROCKRIDGE, (BA) III 1, 1.0, MACDOWELL N. TRANSFER
LTS GRADE 3 TEACHER/HOMECROFT, (BA)III 1, 1.0, WILSON R. CHILD CARE LEAVE, TEMP POSITION
LTS SPED PHYSICAL THERAPIST/DISTRICT WIDE, (PHD) V 9, 1.0, YANKOWIAK K. MATERNITY LEAVE
LTS ENGLISH TEACHER/DENFELD, (BA) III 1,1.0, HANSON D. PARENTAL LEAVE, TEMP POSITION
MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9, 1.0, KONIETZKO L. TRANSFER
SPED DCD SETTING III TEACHER/EAST, (BA) III 1, 1.0, JONES J. TRANSFER
MATH TEACHER/ORDEAN,LINCOLN PARK, (MA) IV 9 1.0, KONIETZKO. L TRANSFER

EFFECTIVE DATES

02/07/2024
01/08/2024
01/17/2024
01/24/2024
02/01/2024
01/22/2024
02/05/2024
01/15/2024
01/08/2024

CERTIFIED LEAVES

BACHINSKI, SUSAN D
ELIASON, KAITLYN J
PETERSMEYER, ANNETTE K
PIERRE, MARGARET L
RIDGEWELL, CHRISTINE E
SERRANO RIVERA, ALBERTO R
SOLARZ, KARI E

POSITION

PRE-K / STOWE MID CAREER LEAVE BEG 24-25 YR TO 12/20/24
SPEC ED SPEECH LANGUAGE/DW
SPED RESIDENTIAL EBD - ROCKRIDGE ACADEMY (START DATE TBD- BEGINNING OF 24-25 YR)
PREKINDERGARTEN/MYERS WILKINS
EARTH SCIENCE TEACHER/ORDEAN EAST
ELA/DW
3RD GRADE TEACHER/PIEDMONT

EFFECTIVE DATES

12/20/2024
04/01/2024 06/07/2024
10/18/2024
08/26/2024 06/06/2025
01/23/2024 02/09/2024
01/12/2024 01/26/2024
02/01/2024 02/01/2027

CERTIFIED RESIGNATION

PLESHA, STEVEN J
PETERSON, BRUCE A

POSITION

SPED RESOUC/E/ASST BASEBALL COACH - LINCOLN PARK MS/EAST HS
BUS DRIVER II

EFFECTIVE DATES

06/07/2024
01/04/2024

CERTIFIED RETIREMENT

BACHINSKI, SUSAN D
BOYNTON, SANDRA J
DUPRE, KATHLEEN B
FARNHAM, DEBBIE J
FORBORT, KEITH A
GROHN, SUSAN L
MEHLING, MARIBEL L
NYGAARD, WILLIAM D
PETERSMEYER, ANNETTE K
POKRZYWINSKI, JOHN M

POSITION

PRE K / STOWE
MUSIC/BAND - ORDEAN EAST MS
MTSS COORD - LAKEWOOD ES
PRE K TEACHER / PIEDMONT ES
GRADE 3 TEACHER - HOMECROFT ES
SPED SCHOOL NURSE - DW
GRADE 3 TEACHER/MYERS-WILKINS ES
SOCIAL STUDIES TEACHER - EAST HS
SPED RESIDENTIAL EBD - ROCKRIDGE
GRADE 6 TEACHER/ORDEAN EAST MS

EFFECTIVE DATES

12/20/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
10/18/2024
06/07/2024

NON-CERT APPOINTMENT

BICK, ANNIE M
BLAZEJAK, BRYAN P
BORGH, KEITH G
BOURGEOIS, MARYMALIA
CHRISTENSEN, PAMELA N
CHRISTINA, KENKNIGHT M
DECARO, ZACHARY A
GJERDAHL, JESSIE R
GOLMEN, KELSIE K
HARVICK, SAMUEL B
HINCHCLIFF, IRIS M
HOFFMAN, JANE D
JOHNSON, DENISE M
JOHNSON, GRACE A
KREAGER, DELANEY M
KREKELBERG, TRIANN C
LARSON, GRACIE M
MENZ, LEEANNE C
NETT, STEVEN D
POLDOSKI, JACKIE J
SAMEC, CHLOE J
TURNMIRE, KELLEY L
WALSBURG, AMANDA L
WESTBERG, CRYSTAL M
WILLIAMS, CYNTHIA JOAN
WILLIAMS, SOPHIE H
WILTON, PHYLLIS E
ZINMER, MARY P

POSITION

BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.40/HR
SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$19.47/HR, COLLARD J. RESIGNED
SCHOOL CUSTODIAN I/STOWE, 40/52 WKS, \$17.52/HR, VACANT
SPED PROGRAM SETTING III PARA/LINCOLN PARK, 32.5/38WKS, \$20.65/HR, COLLARD J. RESIGNED
NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR, HORN J. RESIGNED
HEADSTART BUS HELPER/TRANSPORTATION, 20/38WKS, \$16.40/HR, TEMP POSITION
EXECUTIVE ASST. POSITION FINANCE/DSC, 40/52WKS, \$22.03/HR
CUSTODIAN/DENFELD,LAURA MACARTHUR, 40/52WKS, \$17.52/HR, RICHARDSON T. RESIGNED
SPED PROGRAM PARA/MYERS-WILKINS, 15.75 MWF/38WKS, \$20.31/HR
FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR
HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR
SPED STUDENT SPECIFIC/MERRITT CREEK ACADEMY, 31.25/38WKS, \$19.89, MCCracken C. TRANSFER
HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$15.00/HR
SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$19.47/HR
SPED STUDENT SPECIFIC SETTING III PARA/LOWELL, 31.25/38WKS, \$20.46/HR
HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$15.00/HR
SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$18.30/HR, DUPREE K. MED LEAVE, TEMP POSITION
SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.50/HR, SCHMIDT C. TRANSFER
CUSTODIAN I/LESTER PARK, 40/52WKS, \$17.52/HR
HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR
SPED PROGRAM PARA SETTING III/IV/LESTER PARK, 31.25/38WKS, \$20.46 HR, SCHMIDT, C TRANSFER
HOURLY MONITOR/CONGDON, 12.5/38WKS, \$15.00/HR
SPED KEYZONE PARA/PIEDMONT, 17.5/38WKS, \$19.30/HR
OSS INTERMEDIATE/ORDEAN, 40/46WKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER
HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR
PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$19.30/HR, GIULIANI C. RESIGNED
PRESCHOOL PARA/STOWE, 23/38WKS, \$19.30/HR, OZMUN N. LEAVE OF ABSENCE
HOSPITALITY CAREERS TECH TUTOR/DENFELD, 32/38WKS, \$21.84/HR, MARPLE B. MEDICAL LEAVE, TEMP POSITION

EFFECTIVE DATES

01/16/2024
01/08/2024
01/11/2024
02/14/2024
01/08/2024
01/22/2024
01/29/2024
01/10/2024
01/22/2024
01/02/2024
01/31/2024
01/30/2024
01/19/2024
01/10/2024
01/31/2024
01/16/2024
01/22/2024
01/25/2024
01/16/2024
01/12/2024
01/31/2024
01/31/2024
01/22/2024
01/16/2024
01/09/2024
01/24/2024
01/22/2024
02/05/2024

NON-CERT LEAVES**POSTION****EFFECTIVE DATES**

GRADINE, JEFF S
MARPLE, BROOKE K

CUSTODIAN I/DENFELD
CULINARY TECH TUTOR/DENFELD

02/08/2024 02/21/2024
02/06/2024 03/05/2024

NON-CERT RESIGNATION

BLAZEJAK, BRYAN P
CHRISTINA, KENKNIGHT M
CUSEY, DARREL W
DICKENSON, JULIE K
DOUGLAS, JESSICA N
ETHIER, MARY C
GREENBERG, JOSHUA D
STEVERMER, NICKOLAS G
WHITLOCK, NICHOLE E
WIGHT, KATELYN A

POSITION

SPED PROG PARA/LINCOLN PARK MS
BUS HELPER - TRANSPORTATION
LIC ASL INTERPRETER / EAST HS
CHILD NUTRITIONAL SERVICE ASST / DENFELD HS
OFFICE SUPPORT SPECIALIST / EAST HS
INSTRUCTIONAL PARA - MYERS-WILKINS ES
BUS DRIVER II/TRANSPORTATION
NETWORK ENGINEER II / DSC
SPED BW PARA / ORDEAN EAST MS
SPED PROG PARA SETTING III/IV / ROCKRIDGE ACADEMY

EFFECTIVE DATES

01/22/2024
01/23/2024
01/30/2024
02/23/2024
02/23/2024
03/01/2024
01/16/2024
02/09/2024
02/16/2024
01/16/2024

NON-CERT RETIREMENT

SOMROCK, SHERRY E
ZWAK, ELIZABETH J

POSITION

LIC ASL INTERPRETER/DENFELD HS
CHECK & CONNECT PARA - EAST HS

EFFECTIVE DATES

06/07/2024
06/07/2024

Duluth

Public Schools

HR/BS Services Committee Monthly Fund Balance Report March 11, 2024 Committee Meeting REVISED BUDGET

REVISED BUDGET								3/8/2024	Percent spent
REVENUES	23-24		23-24		23-24		23-24		3/1/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-23	JULY 23 -24		July -June		July -June	BUDGET BALANCE	
General	1	\$ 126,200,922.80	\$ 127,478,292.31	\$ 62,246,036.78	\$ 3,796,008.56	\$ 61,436,246.97		49%	
Food Service	2	\$ 4,039,200.00	\$ 4,039,200.00	\$ 3,167,730.36	\$ -	\$ 871,469.64		78%	
		INCR TO SALES/REVENUE	\$ 1,960,800.00						
Transportation	3	\$ 7,020,941.12	\$ 7,020,941.12	\$ 2,071,816.42	\$ 185,215.04	\$ 4,763,909.66		30%	
Community Ed	4	\$ 8,495,545.00	\$ 8,516,152.95	\$ 3,449,851.45	\$ 199.43	\$ 5,066,102.07		41%	
Operating Cptial	5	\$ 2,742,547.00	\$ 2,742,547.00	\$ 1,341,013.89	\$ 58,322.86	\$ 1,343,210.25		49%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 23,647,223.00	\$ 23,647,223.00	\$ 2,387,522.90	\$ -	\$ 21,259,700.10		10%	
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 583,195.57	\$ -	\$ 366,804.43		61%	
Student Activity	79	\$ 58,406.00	\$ 585,259.43	\$ 229,192.16	\$ 5,711.50	\$ 350,355.77		39%	
REVENUE	TOTALS:	\$ 173,430,884.92	\$ 177,216,515.81	\$ 75,476,359.53	\$ 4,045,457.39	\$ 95,733,898.89	\$ -	43%	

EXPENSES	23-24		23-24		23-24		23-24		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-23	JULY 23-24		July - June		July - June		
General	1	\$ 120,283,293.86	\$ 123,654,428.65	\$ 72,948,024.13	\$ 2,821,601.74	\$ 47,884,802.78			61%
		CONTRACT NEGOTIATIONS	\$ 3,800,000.00						
		SPED ED	\$ 3,100,000.00						
Food Service	2	\$ 4,012,876.00	\$ 4,012,876.00	\$ 2,976,795.54	\$ 1,322,866.28	\$ (286,785.82)			107%
		INCR TO SALES	\$ 1,987,124.00						
Transportation	3	\$ 6,268,632.76	\$ 6,749,632.76	\$ 6,591,833.50	\$ 107,147.83	\$ 50,651.43			99%
Community Ed	4	\$ 7,630,865.00	\$ 9,084,185.95	\$ 5,019,487.16	\$ 21,066.17	\$ 4,043,632.62			55%
Operating Cptial	5	\$ 7,999,619.25	\$ 7,999,619.25	\$ 8,237,614.17	\$ 861,743.52	\$ (1,099,738.44)			114%
Building Construction	6	\$ -	\$ -	\$ 3,188,138.63	\$ 198,928.00	\$ (3,387,066.63)			
Debt Service Fund	7	\$ 23,640,000.00	\$ 23,640,000.00	\$ 26,931,588.45	\$ -	\$ (3,291,588.45)			114%
Trust Fund	8	\$ 253,750.00	\$ 253,750.00	\$ -	\$ -	\$ 253,750.00			0%
Dental Insurance Fund	20	\$ 915,000.00	\$ 915,000.00	\$ 616,835.17	\$ -	\$ 298,164.83			67%
Student Acitivity	79	\$ 306,948.00	\$ 276,264.96	\$ 139,937.40	\$ 2,462.03	\$ 133,865.53			52%
EXPENSE	TOTALS	\$ 171,310,984.87	\$ 185,472,881.57	\$ 126,650,254.15	\$ 5,335,815.57	\$ 44,599,687.85	\$ -		71%

Fin 160 ESSER III Expenses

Program 030 Asst Supt	\$ 41,401.00
Program 110 Admin	\$ -
Program 108 Tech	\$ 1,759,504.51
Program 203 Elem	\$ 980,133.47
Program 211 Secondary	\$ 798,552.82
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ 215,293.76
Program 740 Pupil Engage	\$ 5,897.64
17	\$ 3,800,783.20

Ex Curricular Fund 01

Program 298	Revenue	\$ 391,356.67
Program 298	Expense	\$ 367,645.03

**Fundraisers Reported
February 2024**

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
Denfeld HS	Denfeld Spanish	\$100.00	33% of sales using our code as long as we sell over \$150
Denfeld HS	Denfeld Spanish	\$150.00	20% of net sales from Cold Stone Creamery

DESIGN TREE

engineering + land surveying

March 9, 2024

Duluth Public School District
713 Portia Johnson Drive
Duluth, MN 55811

Regarding: Homecroft Elementary Parking Lot Reconstruction

Dear Duluth Public School District,

On March 5, 2024, 8 bids were opened for the above referenced project. Kiminski Paving, Inc. based out of Cloquet, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Kiminski Paving, Inc.	\$411,187.00
Northland Constructors of Duluth	\$418,400.00
Sinnott Contracting, LLC	\$457,339.00
Rachel Contracting, LLC	\$479,250.00
Veit & Company, Inc.	\$484,460.00
Ulland Brothers, Inc.	\$565,100.00
JMF Construction, Inc.	\$567,628.00
KTM Paving, Inc.	\$596,600.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Kiminski Paving, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the Homecroft Elementary Parking Lot Reconstruction project to Kiminski Paving, Inc.

The next step in the process, if the School District concurs with our recommendation, is to issue the Notice of Award. Design Tree will then send the Contracts to Kiminski Paving, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at mjg@dte-ls.com.

Sincerely,

DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation

PROJECT: Homecroft Parking Lot Reconstruction

[illegible]

3/5/2024, 10:00am
713 Portia Johnson Drive

Expenditure Contracts Signed February 2024

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
United Bus Sales	\$194,712.26*	Transportation (DR)	Purchase of two used 2020 IC School Bus (\$90,820.00/bus)
Goodguys Motor Co.	\$43,984.93*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,916.18*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$43,866.30*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,797.55*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$41,728.80*	Transportation (DR)	2014 Chevy Express Van
Shay'baron Chapman	\$225.00*	Office of Education Equity (DR)	Black History Brunch – food prep, cooking, serving
Yvonne Woodfork	\$400.00*	Office of Education Equity (DR)	Black History Month step dance team instructor
Tkeyan Adams	\$225.00*	Office of Education Equity (DR)	Black History Brunch – assist with event preparation
Lakeside Presbyterian Nursery School	\$1,164.50*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Lakewood Little Lynx Preschool	\$420.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Adela Alvarez	\$4,300.00*	Lester Park ES (DR)	Spanish Club Coordinator



United Bus Sales, Inc.
16676 197th Ave NW
Big Lake, MN 55309
612-478-8525

INVOICE V 7162
Date / /
Date Open 01/24/2024

Page: 1 of 1

Sold To : 336-8700 218

Ship To :

DULUTH PUBLIC SCHOOLS ISD709
709 PORTIA JOHNSON DRIVE

DULUTH MN 55811 USA

Written By THERESA		Terms CASH		Time 14:09:39	Customer Po # 3411U 3412U		Promised	Phone		Ship Via
Unit #		Plate #	Year	Make	Model	Mileage/Hrs 0/0.0		VIN		Engine

Qty	Description	Price	Amount
1.000	USB3411U 2020 IC 4DRBUC8P4LB043888 /	90820.00	90820.00
1.000	USB3412U 2020 IC 4DRBUC8P6LB043889 /	90820.00	90820.00
1.000	VST* Vehicle Sales * MOTOR VEHICLE SALES TAX	12487.76	12487.76
2.000	REGDOCBUS DOC ADMIN FEE BUS	200.00	400.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2024	5.00	10.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2026	10.00	20.00
2.000	REGPLATETE PLATE FEE FOR TE PLATES	10.00	20.00
2.000	REGTECH TECHNOLOGY SURCHARGE	4.50	9.00
2.000	REGPSVFEE PS VEHICLE FEE	3.50	7.00
2.000	REGTRANSFER TITLE TRANSFER TAX	10.00	20.00
2.000	REGTITLE TITLE FEE	8.25	16.50
2.000	REGDEPUTY STATE DEPUTY FILING FEE	20.00	40.00
2.000	REGDEPUTY SURCHARG DEPUTY REGISTRAR SURCHARGE	1.00	2.00
2.000	REGVEHICLEEXCISE VEHICLE EXCISE TAX - ST LOUIS COUNTY	20.00	40.00
	SubTotal		194712.26

AUTHORIZATION: I authorize United Bus Sales to perform services shown, including the furnishing of all necessary labor/materials/parts. I agree to make full payment for services upon completion unless terms are authorized by the United Bus Sales. LABOR DISCLAIMER: seller disclaims all warranties, either express/implied, for labor performed in the repair of Owner's vehicle; Seller shall warranty its labor for a period of ninety (90) days following the date of such repair. PARTS DISCLAIMER: any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express/implied, including any implied warranty of merchantability or fitness for a particular purpose, Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts unless separate warranty is delivered by United Bus Sales. PARTS RETURN: All special-order returnable parts are subject to the manufacturer's warranty and vendors restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. TERMS: Strictly cash unless arrangements made. All invoices remaining unpaid 30 days from the date of invoice are subject to late fee of 1 1/2% per month. Any vehicles/parts remaining on United Bus Sales property after 30 days from invoice date shall bear storage fees of \$10 per day until they are picked up.

Thank you for your business and we look forward to serving you again.

Paid by

Imine Zuech

TOTAL DUE 194,712.26

03E 013 760 733 548 000

**1104 Division St.
Waite Park, MN 56387
320-252-2323**

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder -NONE- Address _____

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted ☒ BK

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

☒ Simone Zinich

**1104 Division St.
Waite Park, MN 56387
320-252-2323**



1104 Division St.
Walter Park, MN 56387
320-252-2323

03 E 013 760 160 548 012

Stock #: 5727X Date: 2-9-24 Salesperson: Brian
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder ☐

NONE

Address _____

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
14	Chev	Express	AWD 8pass	Auto	Green	Vynle
VIN # 16NSHBF40E1193184			LIC. #	TAB EXP. DATE	STATE	DELIVERED ON OR ABOUT
					33416	

Buyer Email:

CASH PRICE OF VEHICLE

Co-Buyer Email:

FREIGHT

DEALER INSTALLED OPTIONS

2024 + 2026 TAX EXEMPT

TOTAL 40888 00

TRADE-IN DATA

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		

REGISTRATION TAX

15 00

LESS TRADE-IN ALLOWANCE (-)

PLATE FEE

10 00

TRADE DIFFERENCE

PUBLIC SAFETY VEHICLE FEE

3 50

TRANSFER TAX

10 00

MOTOR VEHICLE SALES TAX

TITLE/TRANSFER FEE

8 25

STATE/DEPUTY FILING FEE

20 00

SERVICE CONTRACT

LIEN RECORDING FEE

—

MAINTENANCE CONTRACT

WHEELAGE TAX

—

OTHER STATE & LOCAL SALES TAXES

TRANSIT TAX

—

Tech Fee X2

4 50

DOCUMENT ADMINISTRATION FEE

VS Surcharge

1 00

OPTIONAL ELECTRONIC TRANSFER FEE

TOTAL LICENSE & FEES

72 25

SUBTOTAL

43866 30

LESS AMOUNT SUBMITTED WITH ORDER (-)

PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)

TOTAL AMOUNT DUE ON DELIVERY

Dealer's Disclaimer of Warranty
 Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted ☒☒

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Ermine Zurich

Buyer's Signature - Acceptance of Terms of Purchase



1104 Division St.
Waite Park, MN 56387
320-252-2323

03 E 013 760 160 548 012

Stock #: 5716X Date: 2-9-24 Salesperson: Brimm
 Buyer Name: (Last) ISD Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder NONE

Address _____

YEAR <u>14</u>	MAKE <u>Chev</u>	MODEL <u>AWD 8pass</u>	BODY <u>Van</u>	TRANSMISSION <u>Auto</u>	COLOR <u>Blue</u>	INTERIOR <u>Vynle</u>
VIN # <u>1GN SH8F44E1192717</u>	LIC. #	TAB EXP. DATE	STATE	MILEAGE <u>35,929</u>	DELIVERED ON OR ABOUT	

Buyer Email:

CASH PRICE OF VEHICLE

Co-Buyer Email:

FREIGHT

DEALER INSTALLED OPTIONS

2024 + 2026 Tax Export Rates

TOTAL 39888 00

REGISTRATION TAX 15 00

LESS TRADE-IN ALLOWANCE (-)

PLATE FEE 10 00

TRADE DIFFERENCE 39888 00

PUBLIC SAFETY VEHICLE FEE 3 50

TRANSFER TAX 10 00

MOTOR VEHICLE SALES TAX 2742 30

TITLE/TRANSFER FEE 8 25

STATE/DEPUTY FILING FEE 20 00

SERVICE CONTRACT

LIEN RECORDING FEE

MAINTENANCE CONTRACT

WHEELAGE TAX

OTHER STATE & LOCAL SALES TAXES

TRANSIT TAX

Tech Fee x 2 450

DOCUMENT ADMINISTRATION FEE

VS Surcharge 1 00

OPTIONAL ELECTRONIC TRANSFER FEE

TOTAL LICENSE & FEES

72 25

SUBTOTAL

42,797 55

LESS AMOUNT SUBMITTED WITH ORDER (-)

PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)

TOTAL AMOUNT DUE ON DELIVERY

TRADE-IN DATA

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDERS NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		

DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SAVAGE HISTORY? YES ☐ NO ☐IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES ☐ NO ☐

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted ☒ BK

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Ermine Zurch
 Dealer Signature and Print Name of Contract



1104 Division St.
Waite Park, MN 56387
320-252-2323

03 E 013 760 160 548 012

Stock #: 5687X Date: 2-9-24 Salesperson: Brim
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder ☐

NONE

Address _____

YEAR <u>14</u>	MAKE <u>Chew</u>	MODEL <u>Express</u>	BODY <u>AWD</u>	TRANSMISSION <u>8speed</u>	COLOR <u>Blue</u>	INTERIOR <u>Cloth</u>
VIN # <u>1GN8HC F48E1181497</u>	LIC. # _____	TAB EXP. DATE _____	STATE _____	MILEAGE <u>49957</u>	DELIVERED ON OR ABOUT _____	

Buyer Email: _____

CASH PRICE OF VEHICLE

Co-Buyer Email: _____

FREIGHT

DEALER INSTALLED OPTIONS

2024 + 2026 TAX Exempt Plates

TOTAL 38888 00

REGISTRATION TAX

15 00

LESS TRADE-IN ALLOWANCE (-)

PLATE FEE

10 00

TRADE DIFFERENCE

38888 00

PUBLIC SAFETY VEHICLE FEE

3 50

TRANSFER TAX

10 00

MOTOR VEHICLE SALES TAX

2,673 55

TITLE/TRANSFER FEE

8 25

STATE/DEPUTY FILING FEE

20 00

SERVICE CONTRACT

LIEN RECORDING FEE

MAINTENANCE CONTRACT

WHEELAGE TAX

OTHER STATE & LOCAL SALES TAXES

TRANSIT TAX

Tech Fee x 2

4 50

DOCUMENT ADMINISTRATION FEE

95 00

VS Surcharge

1 00

OPTIONAL ELECTRONIC TRANSFER FEE

TOTAL LICENSE & FEES

72 25

SUBTOTAL

41,728 80

LESS AMOUNT SUBMITTED WITH ORDER (-)

PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)

TOTAL AMOUNT DUE ON DELIVERY

TRADE-IN DATA

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		

DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES ☐ NO ☐IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES ☐ NO ☐

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted (X)

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Ermine Zmich
 General Manager / Authorized Representative

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Shay'baron Chapman, 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 2/17/24 and shall remain in effect until 2/18/24, 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)*
Black History Brunch Assistant - food prep, cooking, serving, etc.
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 ~~\$225.00~~ \$ 225.⁰⁰ 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: Nate Smith, 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) 809 Wagon Wheel Trail, Mendota Heights mn 55120.

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:

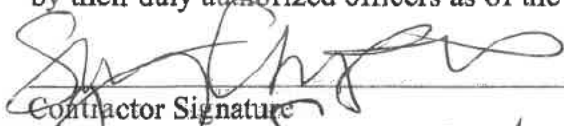
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

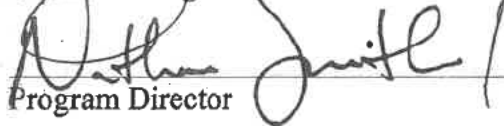
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

2/17/24
Date


Program Director

2-20-24
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).

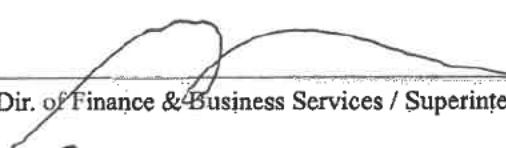
Please check the appropriate line below:

_____ 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	101	366	013
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

2/26/24
Date



3/1/24

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Yvonne Woodfork, 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 2/17/24 and shall remain in effect until 2/18/24, 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)*

Step Dance Team Instructor for Black History Month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 hourly and \$ 400.00 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: Nate Smith, 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) 825 Partridge St. Duluth, MN 55811.

Apt. 209

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:

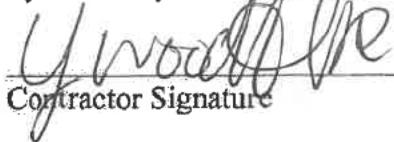
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

2/17/24
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	101	304	013
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

2/26/24
Date



3/1/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Tkeyah Adams, 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 2/17/24 and shall remain in effect until 2/18/24, 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)*

Black History Brunch Assistant,

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 ~~600.00~~ \$ 225.00 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: Nate Smith, 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)

Keyah Adams

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:

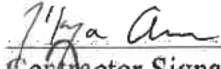
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

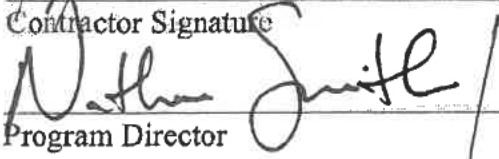
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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
 02/18/2024
 Date


 Program Director
 2-20-24
 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	306	013
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

2/26/24
 Date


 Imine Zureich

3/1/24

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 28th and shall remain in effect until February 1st, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond February 1st 2024; the contract not to exceed a total of 27 Days (attending 3 days per week. The District will pay 3 days per week @ \$50.25 per day including a \$260 registration fee).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$904.50, including a \$260 registration fee, and \$1,164.50 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained

in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

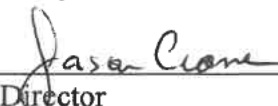
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		<u>2/29/24</u>
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).

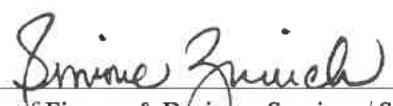
Please check the appropriate line below:

☒ 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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	<u>3/1/24</u>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 7th and shall remain in effect until April 25th, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday's and Friday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is February 7th, 2024 and shall not extend beyond April 25th, 2024; the contract not to exceed a total of 20 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ \$140.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$140.00 monthly and \$420.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

Date

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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, 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 2/5/24 and shall remain in effect until 3/1/25, 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 \$ 20 hourly and \$ 4300 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: Simone Zurich, 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) 2816 Hogberg St, Duluth, MN, 55811.

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

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

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

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

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

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

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

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

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

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

3. *Conflict of Interest and Fiduciary Duty.* All contractors doing business with the District agree to follow Policy 367 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

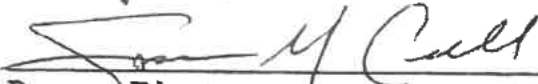
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

1/22/2024
Date


Program Director

1/30/2024
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).

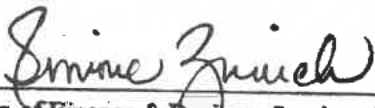
Please check the appropriate line below:

☒ 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	305 366	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

2/15/24
Date



September 11 2023

ISD 709
Duluth Public Schools
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

Program Details

Two six-week sessions:

- October 23rd - December 8th (no club the week of Thanksgiving break)
- March 4th - April 12th

Lester Park Foundation will support the school in hiring and training

LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
 - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
 - Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- **Grant Total: \$4300**

Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
 - Increase cultural enrichment
 - Expands after-school program options
 - Could serve as a model for other schools looking to expand foreign language options
-

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President
Lester Park Foundation

September 11 2023

ISD 709
Duluth Public Schools
Administration and School Board Members

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If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President
Lester Park Foundation

**Revenue Contracts Signed
February 2024**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Nordic Auction	\$33,366.60	Facilities	Facilities auction profit from Garfield

AGREEMENT FOR AUCTIONEERING SERVICES

THIS AGREEMENT, made and entered into this 15th day of February, 2024, by and between Independent School District No. 709, a public school corporation, hereinafter called District, and Nordic Auction, an independent contractor, hereinafter called Auctioneer.

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

The terms and conditions of this Agreement are as follows: Nordic Auction will provide auctioneering services for one day, selling surplus items of the Duluth Public School District.

1. Dates of Service. This Agreement shall be deemed to be effective as of February 1, 2024 and shall remain in effect until February 25, 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. The parties agree that the Auction to take place pursuant to this Agreement shall be on February 24, 2024.

2. Performance. Auctioneer will provide Auction services governed by state laws and the Uniform Commercial Code, Minn. Stat. 336, generally, at 330 Garfield Avenue, Duluth, MN 55802 at the starting time of 10:00 A.M on February 24, 2024 (the "Auction"). Auctioneer services will include the setup and teardown of the event, appraisal of goods in concert with District for setting starting bids, registration of bidders, and any other such services necessary to conduct the auction. Within five business days following the Auction, Auctioneer will provide the District with a written list of every item sold and the cost of the item. The District, as the consignor, will work with the Auctioneer to identify goods that remain unsold at the end of the auction.

3. Reimbursement/Commission. In consideration of the performance of Auctioneer of its obligations pursuant to this Agreement, District hereby agrees to pay Auctioneer a percentage of the income of the goods sold at the auction. This percentage will be 20%.

The Auctioneer is required by Minnesota Statute 270C.65 Subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

- a. Payment shall be made by the District within 30 days of submission of the total dollar amount of auction proceeds from the Auctioneer, provided that Auctioneer provides the written list of items sold in accordance with Paragraph 2 of this Agreement;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. Propriety of Expenses. The fact that the District has reimbursed Auctioneer for any expense claimed by Auctioneer shall not preclude District from questioning the propriety of any such

service. District reserves the right to offset any overpayment or disallowance of any service or services at any time under this Agreement. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Auctioneer for disallowed costs.

6. 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 Auctioneer has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Independent Contractor. Both the District and Auctioneer 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, Auctioneer shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Auctioneer'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.

8. Indemnity and defense of the District. Auctioneer 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 Auctioneer 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.

9. Notices. All required notices to be given by Auctioneer to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Auctioneer shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Nordic Auction, 2713 Courtland St, Duluth, MN 55806.

10. Assignment. Auctioneer 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.

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

12. 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.

13. **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.

14. **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.

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

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

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:** The Auctioneer 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.

Font S. Eeuvell [REDACTED] 2-20-24
Contractor Signature SSN/Tax ID Number Date

Byron J. Brown 2-20-24
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	R	012	110	000	099	115
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

Ermine Znuich 2-15-24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



PERSONAL PROPERTY AUCTION CONTRACT



Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this Feb 20 day of Feb, 2024 between

of _____, hereafter called Seller,
and NORDIC AUCTION CO., Inc., hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn, auctioneer shall receive full commission on the item. If auction is cancelled by seller, all advertising expense and cost of cancelled ads plus any other incurred expenses will be paid to Nordic Auction Co., Inc.

The auction is to be held at 330 GARFIELD AV. Duluth, MN.
on the 24 day of FEB, 2024. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none **WRITE NONE**) NONE

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee _____

Cashier's Fee _____

Other Personnel _____

Advertising Actual

Other _____

(x) [Signature]
(Auctioneer's Signature)

(x) [Signature] 320-248-6440
(Seller's Signature) (Telephone)

(x) [Signature] 218-336-8704
(Seller's Signature) (Telephone)



Grant Applications

February 2024

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
NRIP Mini Grant Application	Cassidy Wellhouse	Laura MacArthur Elementary	\$500.00	These funds would be used to support PBIS at our school. Each year we order shirts for every student to be able to have a shirt that has our mascot and PBIS language on them. This is impactful for all students and staff to have a shirt that gives them a place to belong as well as a clean shirt for their wardrobe.
Minnesota Arts Grant	Rachel Lofald	Denfeld/Music	\$10,000.00	Provide music lessons from community artists for our students in Band, Orchestra, and Choir to cover 200 lessons
Arrowhead Regional Arts Consortium	Rachel Lofald	Denfeld/Music	\$5,000.00	Provide music lessons for students in choir, band, and orchestra to cover 100 additional lessons
Duluth Public Schools Grant	Joshua Borchardt	Denfeld, Science	\$3,000.00	GE Kits for DNA/Genetics to be used in most of our science classes
Minnesota Start Arts Board	Katie Scheufeli	Duluth Preschool/Head Start	\$10,340.00	As part of the Head Start grant, one of our goals is, "Walking the Talk of Equity and Inclusion." As part of this very important goal, our program has committed to make a conscious and sustained effort to stay focused on closing the opportunity/achievement gap for populations that have been historically underserved by our school district, community, and country at large. Our program has worked to increase

				representation of people of color in our classrooms and for the past 3 years, Duluth preschool has partnered with local BIPOC artists for a 10 week artist in residency program which has been well received by our classrooms, students, families and folks in the community. Our program has committed \$10,000 annually to support this program which allows us to have our BIPOC Artist in Residency in 8 of our 12 full day classrooms. I would like to write this grant to extend this amazing opportunity to all of our full day classrooms. In addition to increasing the number of classrooms we offer this program to, I would like to be able to increase artist pay, supply budget and support a family engagement piece at the end of the 10-week program.
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