

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 17, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Call to Order	
2. Roll Call	
3. Pledge of Allegiance	
4. Approval of the Agenda	
5. School and Community Recognition	2
6. Audit Presentation	4
7. Report of the Superintendent	
A. Reports from Student School Board Representatives	17
B. Superintendent's Report	18
C. Schedule of Meetings and Events	34
8. Report of Standing Committees	
A. Committee of the Whole	
1) Monthly Committee of the Whole (<i>December 3, 2024</i>)	35
B. Human Resources/Business Services Committee (<i>December 10, 2024</i>)	71
C. Policy Committee (<i>December 3, 2024</i>)	244
9. General Board Committee Updates	
10. Consent Agenda	
11. Resolutions from Committee Reports	
A. B-12-24-4071 - Certified Tax Levy 2024 Payable 2025	275
B. B-12-24-4072 - Acceptance of Donations to Duluth Public Schools	276
12. Special Resolutions and Action Items	
A. SP-12-24-4069 School Board Member Attendance at 2025 MSBA Leadership Conference	280
B. SP-12-24-4070 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop	281
C. CONTRACT - American Rescue Plan Act Subward Agreement Amendment (St. Louis County and Duluth Public Schools)	282
D. Budget Reduction and Realignment	
13. Questions / Other	
14. Adjournment	

Dear School Board members,

It is with great pleasure and pride that I bring to your attention the remarkable achievements of our Duluth students who competed in June of 2024

Health Occupations Students of America (HOSA) —Future Health Professionals International Leadership Conference.

At this prestigious event over 11,000 competitors showcased their exceptional talent and dedication as young healthcare leaders.

Five outstanding students from Duluth and their advisor Kim Olson, represented our District with distinction. They are:

1. Lilly Ortman (East graduate 2024)
2. Marcus Cameron (East 12th grade)
3. Bren-den Flag (Denfeld graduate 2024)
4. Evan Bowl-tus (Denfeld 12th grade)
5. Alex Davis (Denfeld 12th grade)
6. Talen Seebok (East 12th)

Their accomplishments are truly commendable:

- Lilly secured an impressive 2nd place in the International Home Health Aide competition.

She also received the Barbara James Service Award at the Silver level for her commitment to community service.

- Brendan achieved an outstanding 8th place in the Personal Care event.
- Evan successfully advanced to the second round in the challenging Respiratory Therapy competition.

- Talen- (Public Service announcement)- Due to prior commitments he could not attend

These achievements not only highlight the individual talents of our students but also reflect the quality of healthcare education and leadership development in our schools.

We extend our heartfelt congratulations to these exceptional students

and express our sincere gratitude to advisor Kim Olson for her guidance and support.

Their success brings honor to Duluth and inspires future generations of healthcare professionals in our community.

Sincerely,
Anthony Bonds
Assistant Superintendent

Independent School District No. 709
Audit Presentation
Year Ended June 30, 2024
Wipfli LLP



Auditor Responsibility

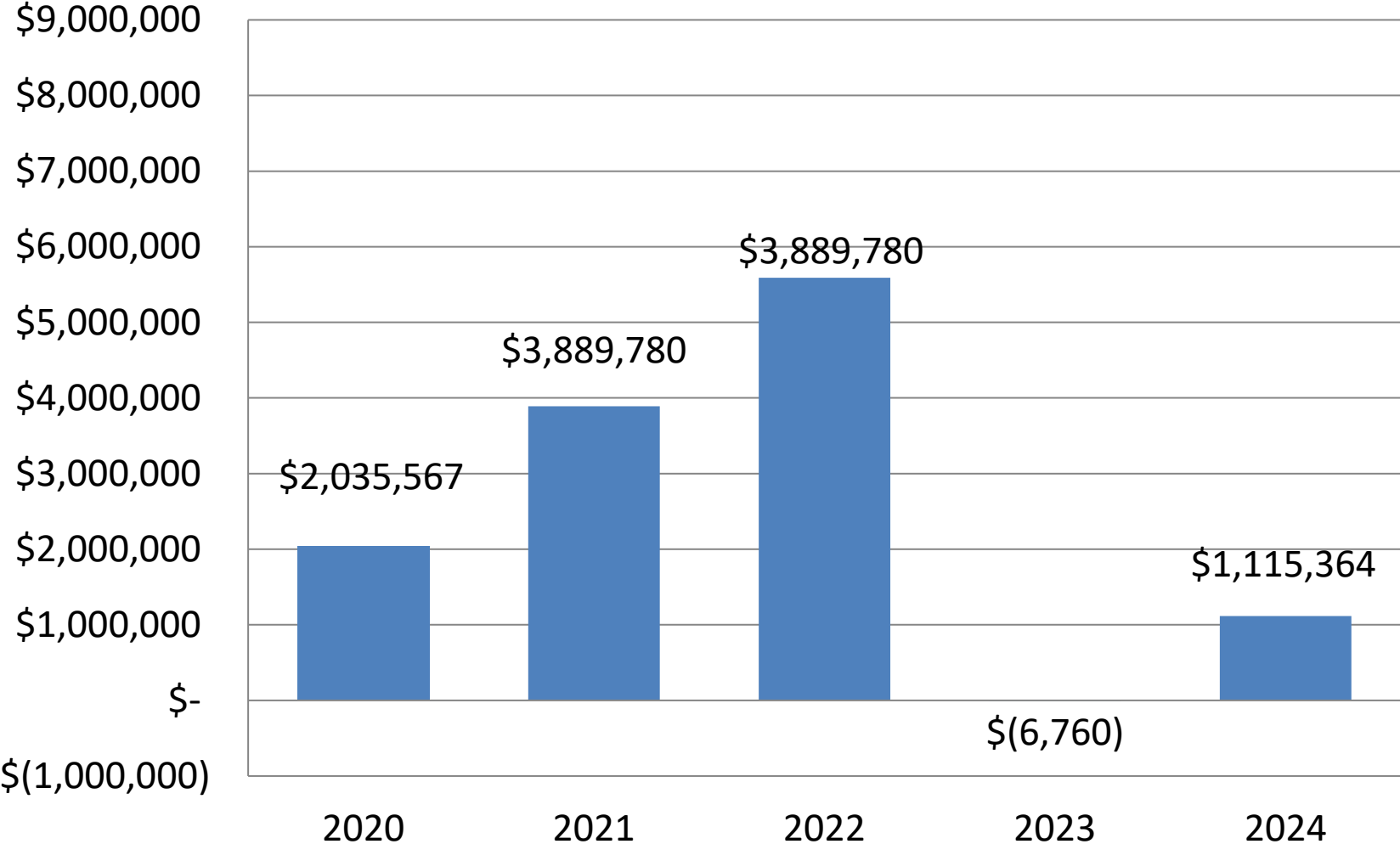
- Issue an opinion on the basic financial statements
- Report on compliance and internal controls over financial reporting
- Report on compliance and internal controls over federal programs – Uniform Guidance
- Report on compliance with Minnesota statutes tested



Auditor Results

- Unmodified opinion on the basic financial statements
- Internal controls findings over financial reporting (Material Weaknesses)
 - Audit adjustments/Reconciliation of Significant Accounts
 - Financial Statement Presentation and Disclosure
- No compliance or internal controls finding over federal programs
- No noncompliance with Minnesota statutes tested

General Fund - Unassigned Balance



General Fund – Fund Balances

	<u>June 30, 2023</u>	<u>Change</u>	<u>June 30, 2024</u>
Nonspendable			
Inventory	\$ 68,774	3,758	\$ 72,532
Restricted for:			
Student activities	363,546		363,546
Staff development	313,515		313,515
Teacher development & evaluation	16,729		16,729
Safe schools - crime levy	476,489	(16,220)	460,269
Gifted and talented	12,682		12,682
Operating capital	1,685,548	(280,723)	1,404,825
Basic skills	134,134	442,340	576,474
ALC	11,367	201,641	213,008
LTFM	1,553,883		1,553,883
Medical assistance	199,860	494,656	694,516
American Indian ed aid		114,974	114,974
Literary incentive aid		399,418	399,418
Assigned			
Textbooks	1,960,610		1,960,610
Equipment	1,059,000		1,059,000
Severance - insurance premiums	4,100,000		4,100,000
Property	7,653,600	(5,435,691)	2,217,909
Instructional equipment	1,573,359		1,573,359
Special programs	510,000		510,000
Student activities	887,350		887,350
Unassigned	<u>(6,760)</u>	<u>1,122,124</u>	<u>1,115,364</u>
 Total	 <u><u>\$ 22,573,686</u></u>	 <u><u>\$ (2,953,723)</u></u>	 <u><u>\$ 19,619,963</u></u>



Overview of General Fund Variances from Budget to Actual

Explanation:

Revenue over budget due to additional state and federal funding for special education.

Expenditures over budget due to special education and transportation costs along with multiple capital projects that did not get reimbursed until FY25.

General Fund

Results of Operation

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	\$ 135,663,432	\$ 144,065,766	\$ 8,402,334
Total revenue	135,663,432	144,065,766	
Expenditures	136,959,157	149,001,601	12,042,444
Total expenditures	136,959,157	149,001,601	
Excess (deficiency) of revenues over expenditures	(1,295,725)	(4,935,835)	(3,640,110)
Other financing sources			
Proceeds from capital lease	-	265,587	265,587
Transfers out	-	(55,279)	(55,279)
Sale of capital assets	-	1,771,804	1,771,804
Net change in fund balance	\$ (1,295,725)	(2,953,723)	\$ (1,657,998)
Fund balance, June 30, 2023		22,573,686	
Fund balance, June 30, 2024		\$ 19,619,963	



Food Service Fund

Results of Operation and Fund Balances

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	\$ 6,000,000	\$ 5,989,694	\$ (10,306)
Expenditures	6,002,502	5,281,828	(720,674)
Net change in fund balance	\$ (2,502)	707,866	\$ (730,980)
Fund balance, June 30, 2023		2,231,900	
Fund balance, June 30, 2024		\$ 2,939,766	
 Fund Balance			
Nonspendable			
Inventory		\$ 115,606	
Restricted		2,824,160	
Total		\$ 2,939,766	



Community Service Fund

Results of Operation and Fund Balances

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	\$ 8,516,153	\$ 8,979,477	\$ 463,324
Expenditures	9,005,183	9,076,215	(71,032)
Net change in fund balance	\$ (489,030)	(96,738)	\$ 392,292
Transfer		55,279	
Fund balance, June 30, 2023		2,254,856	
Fund balance, June 30, 2024		\$ 2,213,397	
 Fund Balance			
Restricted			
Community education		\$ 1,757,163	
Early childhood family education		157,507	
Adult basic education		229,717	
School readiness		69,010	
Unassigned		-	
Total		\$ 2,213,397	



Capital Projects Fund

Results of Operation and Fund Balance

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	\$	\$ 713,942	\$ 713,942
Expenditures		6,158,353	6,158,353
Excess (deficiency) of revenues over expenditures	\$ -	(5,444,411)	\$ 6,872,295
Net change in fund balance	\$	(5,444,411)	\$ 6,872,295
Fund balance, June 30, 2023		12,290,786	
Fund balance, June 30, 2024		\$ 6,846,375	
Fund Balances			
Restricted			
LTFM		\$ 6,846,375	
Total		\$ 6,846,375	



Debt Service Fund

Results of Operation and Fund Balance

Results of Operation	Budget	Final	Over (Under) Budget
Revenues	\$ 24,571,443	\$ 26,555,634	\$ 1,984,191
Expenditures	24,691,485	27,358,438	(2,666,953)
Excess (deficiency) of revenues over expenditures	(120,042)	(802,804)	(682,762)
Sale of bonds		21,708,231	
Refunding of bonds		(21,285,827)	
Total other financing resources		422,404	
Net change in fund balance	\$ (120,042)	(380,400)	\$ (682,762)
Fund balance, June 30, 2023		2,718,648	
Fund balance, June 30, 2024		\$ 2,338,248	
 Fund Balances			
Restricted			
Bond refunding		16,432	
Debt service		2,321,816	
Total		\$ 2,338,248	



Outstanding Debt

<u>G.O. Bonds</u>	<u>Balance</u> <u>06/30/23</u>	<u>New</u> <u>Debt</u>	<u>Principal</u> <u>Paid</u>	<u>Balance</u> <u>06/30/24</u>
\$44,320,000 G.O. Refunding Bonds, Series 2015B	\$ 24,160,000		\$ 4,490,000	\$ 19,670,000
\$31,497,602 G.O. Capital Appreciation Bonds, Series 2021C	31,497,602			31,497,602
\$10,035,000 G.O. Facilities Maintenance Bonds, Series 2021D	8,215,000		4,165,000	4,050,000
\$21,709,231 Taxable General Obligation Capital Appreciation Bonds, Series 2024A		21,708,231		21,708,231
Total G.O. Bonds	63,872,602 #	21,708,231 #	8,655,000 #	76,925,833
<u>Certificates of Participation</u>				
\$82,605,000 Certificates of Participation, Series 2016A	43,385,000		7,440,000	35,945,000
\$41,715,000 Full Term Refunding Certificates of Participation, Series 2019B	25,910,000		4,470,000	21,440,000
\$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C	1,615,000		295,000	1,320,000
\$18,385,000 Full Term Refunding Certificates of Participation, Series 2021A	15,265,000		1,560,000	13,705,000
\$5,070,000 Refunding Certificates of Participation, Series 2021B	4,145,000		4,145,000	
\$24,130,000 Refunding Certificates of Participation, Series 2019A	19,125,000		19,125,000	
Total Certificates of Participation	109,445,000		37,035,000	72,410,000
Total Debt Outstanding	\$ 173,317,602	\$ 21,708,231	\$ 45,690,000	\$ 149,335,833

Thank you for your time

For any questions regarding this report, please feel free to reach out to either:

- Rob Ganschow (Audit Partner) rganschow@wipfli.com or
- Zak Sharp (Audit Manager) zsharp@wipfli.com
- Presenting Partner – mswoboda@wipfli.com

The logo for WIPFLI, featuring the word "WIPFLI" in a bold, white, serif font centered within a solid blue rectangular background.

WIPFLI

www.wipfli.com

December Student Rep Report

Winter Week

- This week! (12/16-20)
- Dress up days and activities each day

Monday- Ugly Sweater Day

Tuesday- Winter Sport/Activity Day

Wednesday- Heat Miser vs Snow Miser Day (red vs.blue)

Thursday- Holiday Duo Day

Friday- Pajama Day

Winter Reading Contest

- Put on by library
- Read four books, get entered into a bookstore gift card drawing

Hunter and the Hound

- catering program between East and Denfelds Culinary CTE classes
- Holiday cookie and bread catering

Holiday music performance

- Today, Easts music department performed for 5th graders from nearby elementary schools.
- Holiday Concert at the DECC this Friday at 7pm

Parking

- Parking enforcements enacted beginning this week.
- After first offense, potential to get a boot or get towed

Thank you!

www.ISD709.org

Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

December 17, 2024



OUR MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

OUR VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

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Excellence



Having high standards for all through accountability, integrity and authenticity.

Equity



Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.

Collaboration



Working in partnership with staff, families, students and community.

Belonging



Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

Topics

- Student Reports
- Budget Reduction and Realignment Update
- Solar Projects Update
- Legislative Update
- Other

Budget Reduction and Realignment



Focus Statement: Achieving necessary budget adjustments while aligning resources to the district priorities and positioning us to make effective decisions now and into the future.

Reality "The Why"	Unacceptable Means "The Not How"	Results "The What"
<ul style="list-style-type: none"> ● Elimination of federal pandemic relief funds ● Inflation costs ● New unfunded legislative mandates requiring resources ● Ongoing effects of employee contract settlements ● Relatively stable enrollment ● Current projected deficit of for FY26 \$7.5M ● Actual FY26 deficit dependent on prior intended reductions in FY25 budget - minimum of \$2.6M in overloads, summer extension, overtime, travel, floating subs and attrition. ● FY26 deficit will be reduced to \$4.9M if current goal of \$2.6M in FY25 reductions is met ● FY26 Priority areas supporting every student, advancing equity and improving systems including new MS and HS new schedule and model, literacy work ● Increasing costs of special education services ● Have been able to mitigate some financial impacts through unassigned fund balance (a savings account) and Long-Term Facilities and Maintenance fund balance. 	<ul style="list-style-type: none"> ● Violate laws, board policy, regulations & contracts ● Going into Statutory Operating Debt ● Avoid going below 8% fund balance ● Violate identified November 2023 referendum commitments <ul style="list-style-type: none"> ○ Maintain most social emotional and mental health supports ○ Implementation of a new high school schedule ○ Maintain and strengthen most academic supports ● Develop reduction and reallocation options in isolation without representative stakeholder input ● Make decisions without proper or sufficient data 	<ul style="list-style-type: none"> ● Balanced budget for 2025-26 ● Utilize a transparent and engaging process for budget reductions and reallocations for FY26 ● Prioritize and protect classroom needs as much as possible ● Alignment of funding and operations to district priorities: <ul style="list-style-type: none"> ○ Continue to support student needs throughout the district ○ Continue to advance equity efforts throughout the district (e.g. Continue to allocate additional resources to students with the greatest need.) ○ Continue to improve systems throughout the district ● Develop and forecast balanced budgets ● Examine all legacy practices with a lens of fiscal accountability ● Protects school district's fiscal health by continually seeking efficiencies and identifying new sources of funding, such as grants and investment opportunities

Focus Statement

Achieving necessary budget adjustments while aligning resources to the district priorities and positioning us to make effective decisions now and into the future.

Reality | “The Why”

- Elimination of federal pandemic relief funds
- Inflation costs
- New unfunded legislative mandates requiring resources
- Ongoing effects of employee contract settlements
- Relatively stable enrollment
- Current projected deficit of for FY26 \$7.5M
- Actual FY26 deficit dependent on prior intended reductions in FY25 budget - minimum of \$2.6M in overloads, summer extension, overtime, travel, floating subs and attrition

Reality | “The Why” Continued

- FY26 deficit will be reduced to \$4.9M if current goal of \$2.6M in FY25 reductions is met
- FY26 Priority areas supporting every student, advancing equity and improving systems including new MS and HS new schedule and model, literacy work
- Increasing costs of special education services
- Have been able to mitigate some financial impacts through unassigned fund balance (a savings account) and Long-Term Facilities and Maintenance fund balance

Unacceptable Means | “The *Not How*”

- Violate laws, board policy, regulations & contracts
- Going into Statutory Operating Debt
- Avoid going below 8% fund balance
- Violate identified November 2023 referendum commitments
 - Maintain most social emotional and mental health supports
 - Implementation of a new high school schedule
 - Maintain and strengthen most academic supports
- Develop reduction and reallocation options in isolation without representative stakeholder input
- Make decisions without proper or sufficient data

Results | “The What”

- Balanced budget for 2025-26
- Utilize a transparent and engaging process for budget reductions and reallocations for FY26
- Prioritize and protect classroom needs as much as possible
- Alignment of funding and operations to district priorities:
 - Continue to support student needs throughout the district
 - Continue to advance equity efforts throughout the district (e.g. Continue to allocate additional resources to students with the greatest need.)
 - Continue to improve systems throughout the district

Results | “The What” Continued

- Develop and forecast balanced budgets
- Examine all legacy practices with a lens of fiscal accountability
- Protects school district's fiscal health by continually seeking efficiencies and identifying new sources of funding, such as grants and investment opportunities

Potential Motion Language

The School Board of Independent School District 709 approves the Budget reallocation and realignment for a total amount of up to \$7.6 million over multi years Fy 25 and Fy 26. The school board directed administration to develop reductions to the amount up to \$2.6 million for 2024-2025 and up to \$5 million 2025-26 budget. Duluth Public Schools and school districts across Minnesota are facing challenging fiscal environments due to a number of factors, increase in operation costs, unfunded mandates and the sun setting of federal pandemic relief funds. DPS is facing a budget shortfall for the 2025-26 school year and the foreseeable future. The District Administration is recommending \$5 million budget adjustment for Fy 26 as part of a budget realignment. After multiple meetings with staff, the School Board, and district administrators, District Leadership is in the process of finalizing recommendations to meet that amount. This process has included opportunities for community, staff, student, and family feedback.

Solar Project Updates

1. Lincoln Park Project: Efforts have continued on the Lincoln Park Project. We have a memorandum of understanding with the city and plan to move forward with a joint proposal in January when Minnesota Power's proposal window opens.
2. Stowe Project: The structural engineer conducted a review of the roof plans to ensure it would be able to handle the weight of the panels. Unfortunately, with the new insulation requirements, Stowe's roof cannot handle the extra weight of solar panels.
3. With Stowe no longer viable, we are pursuing a solar array for the District Services Center area. We also have approximately \$600,000 remaining from the original bonding, which can only be spent on construction here at this site. We plan to use this as a match for the Solar for Schools funds, allowing us to proceed without impact to the general fund.

Legislative Updates

- We will finalize and vote on our platform at our January meeting
- We plan to attend the AMSD 2025 Legislative Preview on January 10th
- We will hold our Duluth School Board Work Session with legislators on January 17th
- We plan to participate in robust lobbying, including at the Duluth and St. Louis County Days

Questions



Schedule of Meetings and Events

All meetings will be held at: **District Services Center, 709 Portia Johnson Drive, Duluth, MN 55811**
(Unless otherwise noted).

[Listening Session Guidelines](#)

The Schedule of Meetings and Events is Subject to Change.

Week of December 16 - December 20, 2024

Tuesday	December 17, 2024	5:30 p.m.	School Board Listening Session
Tuesday	December 17, 2024	6:15 p.m.	Truth In Taxation Hearing
Tuesday	December 17, 2024	6:30 p.m.	Regular School Board Meeting*
		(or immediately following Truth In Taxation Hearing)	

Week of December 23 - December 27, 2024

None

Week of December 30, 2024 - January 3, 2025

None

Week of January 6 - January 10, 2025

Monday	January 6, 2025	4:30 p.m.	Annual Organizational Meeting
Thursday	January 9, 2025	5:30 p.m.	Head Start Parent Policy Council Lowell Elementary School 2000 Rice Lake Rd.
Thursday	January 9, 2025	6:00 p.m.	Education Equity Advisory Committee (EEAC)

**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

**Office of the Superintendent
December 13, 2024**

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 3, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Strategic Plan Alignment

1) Advancing Equity - N/A

2) Supporting Every Student

a. Comprehensive Achievement and Civic Readiness (CACR) Plan

2

3) Improving Systems - N/A

B. Budget Update - Verbal

1) Update on Budget Reduction/Realignment Process- Verbal

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C. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: Dec 3, 2024

Topic: Comprehensive Achievement and Civic Readiness (CACR) Plan

Presenter(s): Brenda Spartz, Jen Larva and TLE team

Attachment: Yes

Brief Summary of Presentation or Topic (no more than a few sentences): We are presenting the annual state required plan that addresses the five required areas: Kindergarten Readiness, Student Achievement, Career Readiness, Graduation, and Lifelong Learning.

This Requires School Board Approval X Yes No

Informational

This will come forward to the School Board Meeting on December 17, 2024 for approval.

Comprehensive Achievement and Civic Readiness Annual Meeting:

A Report to the Community

December 3, 2024





Ten Minnesota Commitments to Equity

1. Prioritize equity.
2. Start from within.
3. Measure what matters.
4. Go local.
5. Follow the money.
6. Start early.
7. Monitor implementation of standards.
8. Value people.
9. Improve conditions for learning.
10. Give students options.

Comprehensive Achievement and Civic Readiness

In 2024, MN Legislature renamed World's Best Workforce (WBWF) to Comprehensive Achievement and Civic Readiness (CACR).

- Change emphasizes supporting students' academic achievement as well as preparing them to be active members of their community after graduation
- School boards are required to develop comprehensive, long-term strategic plans that **address five goal areas** within the CACR Plan

***Please note:** acronym "**CACR**" will be used for Comprehensive Achievement and Civic Readiness throughout this presentation.



Process to Develop 2024-2025 CACR Plan

Review 2023-2024

Reviewed last year's WBWF goals, strategies, and results

Draft 2024-2025

Developed a draft plan to address our goals and to improve our results

Advisory Plan

Built a representative CACR advisory committee; planned event to gather feedback from advisory committee

Advisory Event

Held event to communicate results and to gather feedback on plan

Feedback Revision

Reviewed feedback from CACR advisory committee; revised plan to reflect feedback

Comprehensive Achievement & Civic Readiness Plan Goal Areas

Old WBWF goal areas:

1. Kindergarten Readiness
- ~~2. Read Well by Third Grade~~
3. High Achievement for All
4. Graduation
5. College and Career Readiness

New CACR goal areas:

1. All students ready for school
2. High Achievement for All
3. Graduation
4. College and Career Readiness
- 5. Lifelong Learners**



Alignment: Strategic Roadmap & CACR Plan

Duluth's Comprehensive Achievement & Civic Readiness Plan focuses on five goals along with identifying specific strategies to achieve those goals. The strategies are organized around the District Strategic Roadmap directions of:

- **Supporting Every Student**
- **Advancing Equity**
- **Improving System**



New Goal Area: Lifelong Learners Strategies

Supporting Every Student

- By the Fall of 2025, implement a comprehensive K-12 College, Career, and Life Readiness curriculum aligned to state standards
- New Middle School Model allows for more student choice during the Academics, Relearning, Enrichment, and Activities (AREA) period

Advancing Equity

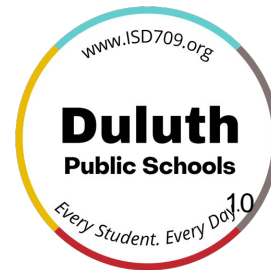
- Targeted efforts to increase enrollment of students in marginalized groups into our Career and Technical Education programming, advanced courses, and college credit opportunities

Improving Systems

- Fall 2024, implementation of our K-12 College, Career, and Life Readiness preparation platform
- Continuation of the partnership with the Duluth Public Library for the PORT card, which allows students to access a variety of resources through the public library



- Distribute final report and communicate plan to the community via public meeting (COW 12/3/24) and posting on the District website
- Continue to implement and monitor Comprehensive Achievement & Civic Readiness Plan 2024-2025
- Continue to align Comprehensive Achievement & Civic Readiness Plan goals, strategies, and process with the District's Strategic Roadmap



Appendix: Goal Reference Data

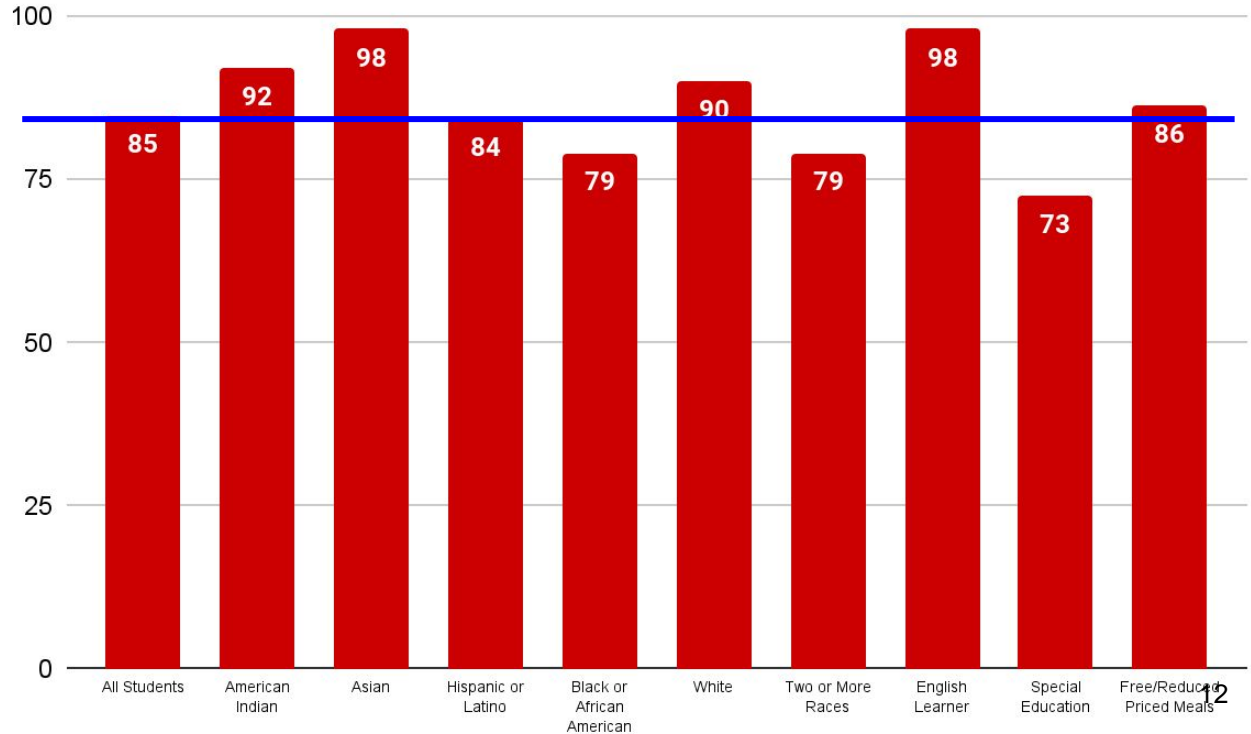


Kindergarten Readiness

Goal 1:

By Spring 2025, **85%** of 4-year-old children who participate in Duluth Public Schools preschool programs will score within the "End of the Year Before Kindergarten Range" in 4 out of 5 domains as measured by the Desired Results Developmental Profile.

Domains include: Approaches to Learning, Social & Emotional, Language & Literacy, Cognition, and Physical.

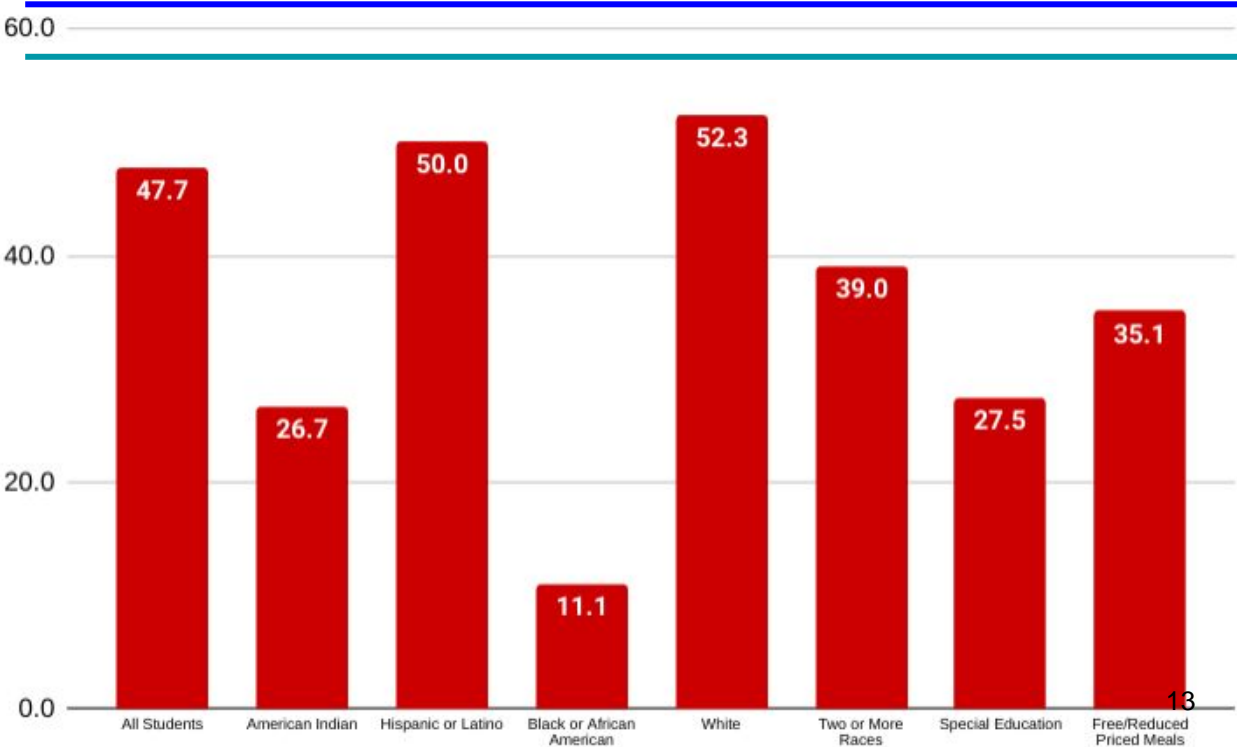


Achievement Gaps

Goal 2:

By Spring 2025, **63%** of third-grade students will be proficient in reading, as measured by the annual statewide accountability assessments (MCA and MTAS, all students tested). No student group will have a proficiency rate lower than **58%**.

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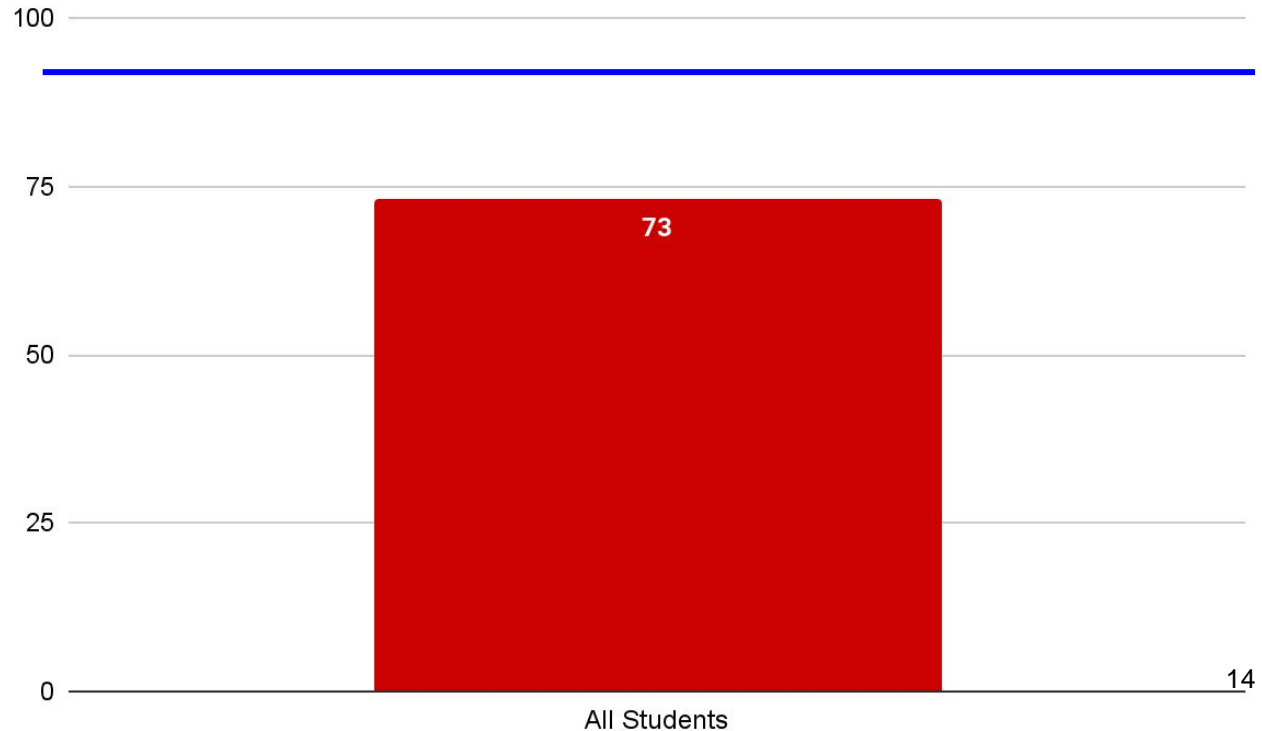
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College and Career Readiness

Goal 4:

By the end of their 9th grade year, **90%** of students will use the exploration tools in the Minnesota Career Information System to develop a Personal Learning Plan based on their individual interests, skills, and career goals.

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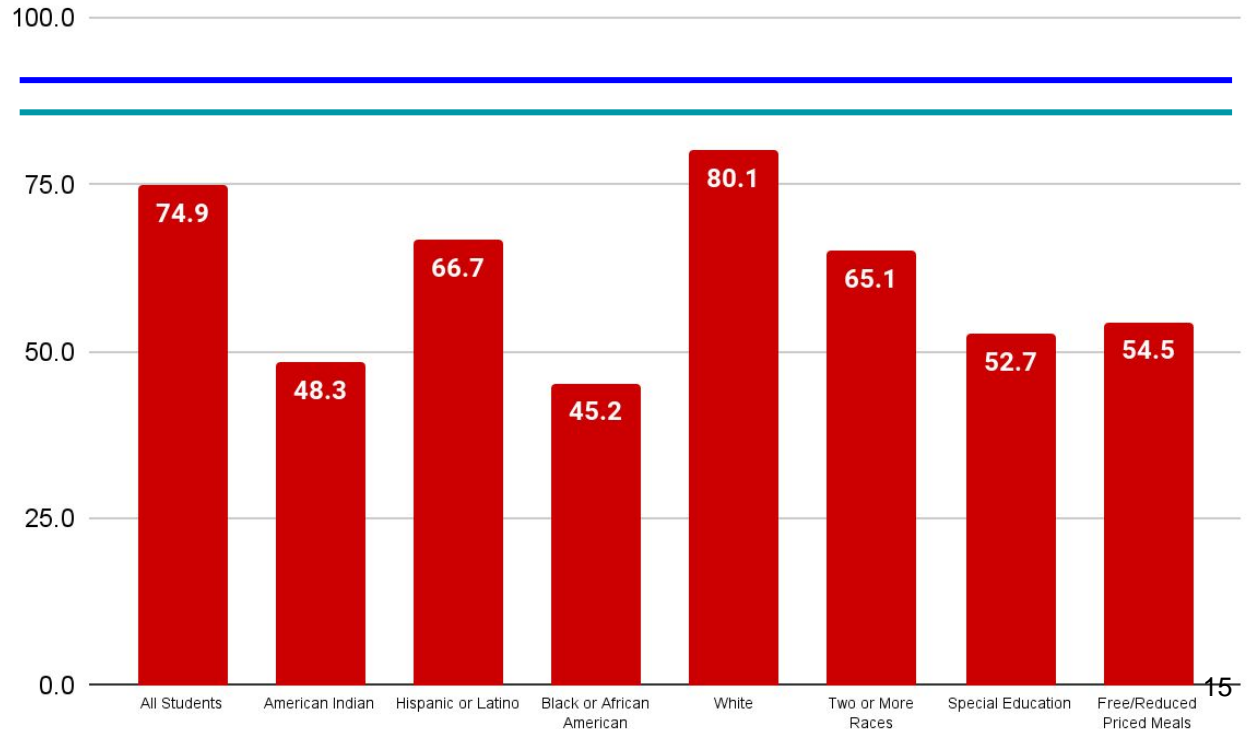
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Graduation

(4 Yr Grad Rate: 2024 Reporting Year - 2023 Data)

Goal 5:

By 2025 reporting year (2024 data), the four-year graduation rate will be **90%**, with no groups lower than **85%**.



Data is current as of March 28, 2024 for graduation class of 2023.

Duluth

Public Schools

COMPREHENSIVE ACHIEVEMENT AND CIVIC READINESS

2024-2025



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07 All racial and economic achievement gaps between students are closed

08 All students are ready for career and college

09 All students graduate from high school

10 All students are lifelong learners

11 Understanding Data

12 Data

19 North Star Accountability

20 Glossary

Overview

The Comprehensive Achievement and Civic Readiness plan, formerly known as the World's Best Workforce (WBWF), is a strategic initiative developed in Minnesota to enhance student achievement and prepare students for lifelong learning.

This plan was established in 2013 under Minnesota Statutes 2023, section 120B.11, and requires school districts and charter schools to create comprehensive, long-term strategic plans to support and improve teaching and learning. It is intended to serve as a foundational document that aligns educational initiatives that serve students in pre-k and beyond and is based upon the five following goals:

- Ensuring all children are ready for school.
- Closing all racial and economic achievement gaps between students.
- Preparing all students for career and college.
- Ensuring all students graduate from high school.
- Ensuring all students are lifelong learners.

By implementing the Comprehensive Achievement and Civic Readiness plan, Minnesota aims to create a more equitable and effective education system that prepares all students for success in school, career, and life.

There are many district plans and policies that support the Comprehensive Achievement and Civic Readiness goal areas. Those plans/policies include the following:

- Head Start Annual Plan
- Local Literacy Plan
- Achievement & Integration
- American Indian Education Plan
- American Indian Parent Advisory Recommendations
- Teacher Development and Evaluation Plan
- Principal Development and Evaluation Plan
- Duluth Public Schools MTSS Handbook
- Professional Learning Community Handbook
- Continuous Improvement Handbook
- Duluth Public Schools Staff Development Plan
- Early Kindergarten Procedures:
 - Student Promotion, Retention, and Program Design, Policy 513 and 513R

Mission

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

Vision

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

Strategic Plan

Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were created with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancements to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. The [Strategic Roadmap](#) includes the district’s mission, vision, core values, desired daily experiences and strategic directions.

Strategic Directions

Supporting Every Student: Duluth Public Schools staff will work in collaboration to determine all students’ learning, behavioral, and social-emotional strengths and challenges. We will utilize a multi-tiered system of supports to improve instructional practices to best meet the needs of every learner. Strategies will be implemented to create positive and safe learning environments. Students will be provided additional support to grow and improve through intervention and enrichment.

Advancing Equity: Duluth Public Schools will be a place where everyone feels a sense of belonging and accomplishment. We are committed to strengthening relationships and building trust with all communities. We are dedicated to advancing an Education Equity Framework implementation and accountability plan to increase our ability to think, behave, work, and lead with an equity mindset. As part of the plan, all staff will receive on-going diversity, equity, and inclusion training.

Improving Systems: Duluth Public Schools engages in continuous improvement to support services, processes, and resource allocation. Our continued focus on recruiting and retaining highly effective, dedicated, and diverse staff will ensure our ability to educate, support and inspire our students to reach their full potential. We will ensure clean, safe and appropriate learning environments. We are committed to a budget that meets the educational needs of our students through improved financial forecasting to better align our resources with our district priorities.

Core Values



Learning

53



Equity



Excellence



Collaboration



Belonging

Access to Excellent and Diverse Teachers

Duluth Public Schools is committed to providing all students with access to excellent and diverse educators. We strive to hire, retain, and develop high-performing staff who can deliver outstanding instruction. To ensure equitable access to quality teachers, we analyze staffing data annually, utilize compensatory funding to support low-income and minority students, prioritize experienced teachers, and provide support and improvement plans for underperforming teachers.

We actively recruit diverse candidates by posting job openings on various platforms, including:

- National and International Job Boards:
 - EdPost
 - Careers in Government
 - Handshake
 - LinkedIn
 - National Indian Education Association
 - National Alliance of Black School Educators
 - Diversity.com
- State-Level Job Boards:
 - Minnesota State Workforce Center
 - Wisconsin State Workforce Center
- Local Platforms:
 - School social media outlets
 - District website

As a result of these efforts, 92% of teacher positions were filled before the start of the school year.

Current Staff Demographics:

- Over 76% of teachers hold Master's degrees or higher.
- Over 74% of teachers are experienced.
- All racial/ethnic groups are represented by licensed teaching staff, except for Native Hawaiian or Other Pacific Islander.
- Approximately 5.2% of teachers are of color or American Indian.

Our District aims to ensure the racial, ethnic, and cultural makeup of its teaching staff closely reflects the diversity of the student body, aiming to provide students with educators who share similar backgrounds and experiences as they do.

While we have made progress in diversifying our staff, challenges remain. Our District's student population is almost 23% diverse, and currently teachers of color and American Indian teachers comprise about 6% of all licensed teachers in the state. The limited pool of diverse, licensed teachers in Minnesota is a significant hurdle. However, we are committed to expanding recruitment efforts, collaborating with educational institutions, and providing ongoing professional development to address this challenge.

In 2024, Duluth Public Schools has partnered with the Minnesota Careerforce Center on the Drive for 5 grant. Ideally, this collaborative effort will increase diversity in our teaching workforce by providing financial incentives and support to individuals pursuing careers in education. By investing in future educators from diverse backgrounds, we are committed to creating more inclusive and equitable learning environments for all students.



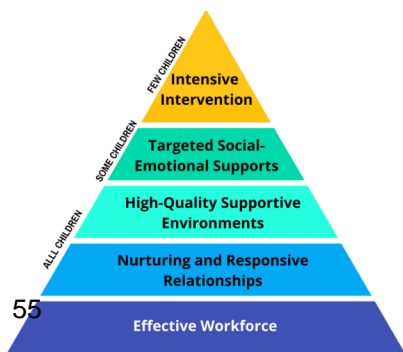
All children are ready for school

600+

students ages 0-5 enrolled in Duluth Schools early childhood programming

55%

of Head Start students served identify as a race other than white



Student Achievement Goal

By Spring of 2025 85 percent of four-year-old children who participate in Duluth Public School’s preschool programs will score in the “End of the Year Before Kindergarten Range” in 4 out of 5 domains as measured in the Desired Results Developmental Profile.

Strategies Implemented

Supporting Every Student

- All preschool children receive Early Childhood screening within 45 days of enrollment
- Delivery of content through developmentally appropriate practices of teaching
- Full implementation of a behavioral framework called the Pyramid Model
- Districtwide, preschool teachers are receiving individualized coaching to improve their skills in the classroom
- Various family educational supports are offered including; home visits, parent/caregiver groups, conferences, newsletters, and additional community resources*
- Actively build connections through home visits at the beginning and end of the school year, and as a program option
- Continue to provide high quality Early Childhood Family Education (ECFE) and parent education services in schools and sites district-wide so that all families have access
- Continued mental health support at the preschool level
- All preschool teachers trained in Early Childhood LETRS

Advancing Equity

- Prioritize serving the most vulnerable population within our community (homeless, foster care, etc.)
- Added preschool programming to Congdon Park
- Families in Transition programming for children whose families have experienced homelessness in the past year
- Provide programming at community sites

Improving Systems

- Build relationships with parents, families, and community partners to provide information, support, and education
- Foster connections with a variety of community partners
- Include family voice through parent advisory boards for ECFE Head Start and Preschool
- Continued work within the P3 (Prenatal to Grade 3) Committee to ensure seamless transitions throughout the early years of a child’s life
- Early education incorporated into Professional Development cycles and systems

* Indicates a change based on feedback from the District Advisory Committee



All racial and economic achievement gaps between students are closed

One of the greatest and most pressing challenges facing Duluth's schools — and school districts across the country — is ensuring high achievement for all students. Our school district examines educational data and breaks it down into various demographics. Locally and nationally, race, ethnicity, socioeconomic status, and special education are areas where we need to increase student achievement.

As educators, and as a community, we want all students to realize their full potential. Our goal is to continue to work as a team to implement evidence-based practices to ensure high achievement for all students.

Student Achievement Goal

Long-Term: By 2024-2025, 63.8% of students will be proficient in reading, as measured by the annual statewide accountability assessments (all students tested). No student group will have a proficiency rate lower than 58.8%.

Strategies Implemented

Supporting Every Student

- Indigenous Cohort added to Denfeld to embed a cultural perspective into core content curriculum as students enter the high school environment
- All schools implementing Positive Behavioral Interventions and Supports (PBIS) frameworks to support student social-emotional behavioral needs
- Piloting of FAST Bridge screening for all 9th and 10th graders in the fall of 2024 to gauge student reading proficiency levels
- Addition of advisory into the Middle School Model to support all students' academic, emotional, and social development

Advancing Equity

- Ongoing implementation of the Misaabekong Ojibwe Language Immersion, Oshki-Inwewin preschool, and the Nueva Visión Spanish Immersion programs at Lowell Elementary and Lincoln Park Middle School
- Special Services Department added two extra weeks to the Extended School Year (ESY) Program to support recovery services needs
- Addition of multicultural elective courses in high schools
- Increased professional development focus on culturally responsive literature and teaching strategies
- Focus on inclusion in staff professional development (an entire staff development day as well as being woven into all training days).

Improving Systems

- Collaboration with the Minnesota Department of Education's COMPASS staff to develop and implement support systems*
- Addition of an Ojibwe Language and Cultural Specialist to support Misaabekong and Oshki-Inwewin programming
- Implementation of structured literacy practices (educator training and new curricular resources)
- Specific Interventionists added at Myers Wilkins and Laura MacArthur to support students experiencing homelessness
- Expanded EduClimber training to support data-driven instructional decision-making
- Addition of bi-weekly district-influenced PLC's to focus on identifying skills and concepts from standards, mapping learning progressions, communicating learning intentions and developing success criteria in order to increase clarity for students on what they are learning and how to be successful
- Attendance initiatives to encourage higher rates of student attendance



All students are ready for career & college



56

CTE courses offered in grades 9-12

1,163

students enrolled in at least one CTE course

403

students taking more than 2 courses in one career field (concentrators)

87%

of concentrators graduate with in 4 years

Student Achievement Goal:

By the end of their 9th grade year, 90% or more of students will use the exploration tools in the Duluth Ready Navigator program to develop a Personal Learning Plan based on their individual interests, skills, and career goals.

Strategies Implemented

Supporting Every Student

- Continued expansion of Career and Technical Education (CTE) offerings and expanded availability to students in grades 9-12 and in our middle school introductory programs
- District continues to provide a minimum of 5 district-wide experiential opportunities for career and college awareness.
- Denfeld and East High Schools have staffed Career Centers that collaborate with the Principal of College and Career Readiness and site counseling departments to facilitate exploration activities for students.
- Students have the opportunity to earn concurrent college credit through our College in the Schools (CITS) courses
- Advanced Placement (AP) courses provide opportunities for students to take AP tests that colleges may honor in place of course work
- Many CTE courses offer Articulated Credit honored by our partner Post-Secondary Institutions
- Through the MN Bilingual Seals program, students can take an exam to earn World Language college credit. In 2024, 85 students attempted the assessment: 50 received a certificate, 17 earned a gold seal (equivalent to college credits), and 1 achieved a platinum seal, the highest level.

Advancing Equity

- New Middle School Model includes advisory and flex time to meet the needs of all students
- New course options in middle school and high school (Skills for Success, 9th Grade Futures, Career, College and Life Readiness, Academic Skills for Success) to support all students plan for their future

Improving Systems

- Additional required 9th grade Futures course in which students create a Personal Learning Plan
- High school counselors/career centers make referrals to Duluth Adult Ed for college prep and career path courses
- During the 24-25 school year, district began implementation of a 6 year subscription to Kuder’s Galaxy and Navigator Career Readiness programming for students in K-12
- Evidence-based practices training for Setting III staff focuses on assessment, skill acquisition, behavior management, documentation, and professional conduct.

* Indicates a change based on feedback from the District Advisory Committee

GOAL 4



All students graduate from high school

Minnesota and Duluth Public Schools define career and college readiness as high school graduates having the “knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment.”

With the new goal the district has set for college and career readiness, we are working toward better preparing students with the knowledge, skills, mindset, and experiences to successfully navigate toward a viable career.

Student Achievement Goal:

By Spring of 2025, the four-year graduation rate of the All Students group will increase to 90%. No student group will have a four-year graduation rate below 85%.

Strategies Implemented

Supporting Every Student

- Indigenous Cohort added to Denfeld to embed to support students entering the high school environment
- Additional FTE for Denfeld and East to support seniors and juniors who are making efforts to recover credits to graduate on time
- Addition of site champions for our data system to all school sites to help support staff in utilizing data to support students

Advancing Equity

- Continued use of the Check & Connect program to provide mentors to students in grades 6-12 who are at risk of dropping out of school based on attendance, grades, and behavior data. The district has added a goal within Check & Connect that 80% of students supported will be students of color and/or special education status, providing additional focus on improving those graduation rates.
- Continued use of the School Within a School model in 6-10th grade core courses to provide more support for students who struggle with grade-level content in an effort to prepare them for future success in all courses
- Alternative to suspension programming is a restorative intervention that may be offered at the school sites to reduce punitive disciplinary practices with the goal to reduce the number of out of school suspension days districtwide
- In 2023-24, the district reduced the self-transportation boundary to 1 mile allowing more students access to district buses in an attempt to reduce absenteeism

Improving Systems

- Addition of Academic Skills for Success course to support students who are credit deficient in grades 9-12
- Implementation of Personal Opportunity (Learning) Plans to help students track progress, interventions, career exploration, and post high-school planning.
- Science of Reading (LETRS) training for many teachers and literacy training for paraprofessionals
- Implementation of new Middle School Model including advisory, flex time, and expanded course offerings

GOAL 5



All students are lifelong learners

Minnesota and Duluth Public Schools defines “lifelong learners” as having a growth mindset, relationship skills, cultural fluency and global awareness, and problem solving, decision making and self-advocacy skills.

We strive to have students leave high school with options for postsecondary options or career field goals, personal financial literacy and understanding of employment and/or admission procedures.

Student Achievement Goal:

By Spring of 2026, 90% or more seniors will have a confirmed post-graduation plan. This includes enrollment in post secondary education options, enlisted in a branch of the military, or an employment opportunity.

Strategies Implemented

Supporting Every Student

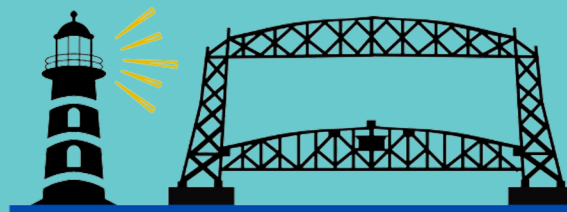
- By the Fall of 2025 implement a comprehensive K-12 College, Career, and Life Readiness curriculum aligned to state standards
- Fall 2024 implementation of advisory periods at middle schools to allow opportunities for development of career, employment, and life skills.
- New Middle School Model allows for more student choice during the Academics, Relearning, Enrichment, and Activities (AREA) period
- Continuation of funding for Career Centers, Counselors, and Check & Connect Mentors
- STEMpathy event for middle school students for further exposure to careers in the science, technology, engineering, and math fields

Advancing Equity

- Targeted efforts to increase enrollment of students in marginalized groups into our Career and Technical Education programming, advanced courses, and college credit opportunities

Improving Systems

- Fall 2024 implementation of our K-12 College, Career, and Life Readiness preparation platform
- Continuation of the partnership with the Duluth Public Library for the PORT card which allows students to access a variety of resources through the public library
- All staff who teach reading in Kindergarten through 3rd grade and support staff who teach reading in grades Kindergarten through 12th grade are being trained in the science of reading (LETRS) per Minnesota legislation



DULUTH READY
COLLEGE - CAREER - LIFE

Understanding the Data

There are several factors to consider when reviewing the District’s data.

- The data listed in the goals and strategies areas are based on locally administered assessments as well as the state accountability assessments.
- In 2019/2020, all state accountability assessments were not given.
- In 2020/2021, there were historically low participation rates in statewide accountability testing.
- When 10 or fewer students tested in an area, the data is suppressed to maintain data privacy and marked by (*).

Due to these factors, year-to-year comparisons should be made with caution.

Year	% Tested Math	% Tested Reading
2019-20	N/A	N/A
2020-21	76	78.2
2021-22	92.1	94.4
2022-23	93.2	94.7
2023-24	92.9	94.7



All Children Ready for School

By Spring of 2024, 85% of 4 year old children who participate in the Duluth Public Schools preschool programs will score within the “End of Year Before Kindergarten Range” in 4 out of 5 domains as measured by the Desired Results Developmental Profile.

The domains of Approaches to Learning, Social & Emotional, Language & Literacy, Cognition, and Physical growth across all demographic groups will be monitored.

Percent of Students Who Scored within the End of the Year Before Kindergarten Range in 4 of 5 Domains	2023-2024
Approaches to Learning	75
Social & Emotional	84
Language & Literacy	87
Cognition	84
Physical	93

Achievement Gap Reading

Long-Term: By 2024-2025, 63.8% of students will be proficient in reading, as measured by the annual statewide accountability assessments (all students tested). No student group will have a proficiency rate lower than 58.8%.

Percent Proficient All Accountability Assessments Reading - All Grades		2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students	District	56.4	56.6	55.7	56.8
	State	52.5	51.1	49.9	49.9
American Indian	District	29.8	27.3	33.6	33.7
	State	33.0	32.9	31.9	32.1
Asian	District	58.8	74.1	76.1	74.4
	State	50.0	46.6	44.5	44.6
Hispanic or Latino	District	44.3	59.6	54.1	56.6
	State	31.6	31.0	29.7	28.7
Native Hawaiian or Pacific Islander	District	*	*	*	*
	State	32.0	28.7	27.2	28.7
Other Indigenous Peoples	District	*	*	*	*
	State	26.8	31.4	36.0	25.0
Black or African American	District	22.1	23.5	16.7	17.6
	State	30.7	30.7	30.5	31.1
White	District	61.7	61.6	60.4	61.6
	State	59.5	59.4	58.4	58.7

2024-2025 Comprehensive Achievement and Civic Readiness

Percent Proficient All Accountability Assessments Reading - All Grades		2020- 2021	2021- 2022	2022- 2023	2023- 2024
Two or More Races	District	46.3	43.8	40.0	42.9
	State	51.3	50.7	49.8	50.4
English Learner	District	25.0	15.4	21.2	31.7
	State	9.1	11.5	11.0	10.2
Special Education	District	24.0	24.0	24.0	24.8
	State	25.8	25.7	25.6	25.5
Free/Reduced Priced Meals	District	35.4	33.1	36.8	38.1
	State	32.4	31.5	33.3	33.4

Note: Due to the pandemic, tests were not administered in 2019-2020 and in 2020-2021 there were historically low testing participation rates. Year-to-year comparisons should be made with caution. Cells with fewer than 10 students are intentionally left blank to maintain data privacy.

Achievement Gap Math

Long-Term: By 2024-2025, 59.1% of students will be proficient in math, as measured by the annual statewide accountability assessments (all students tested). No student group will have a proficiency rate lower than 54.1%.

Percent Proficient All Accountability Assessments Math - All Grades		2020- 2021	2021- 2022	2022- 2023	2023- 2024
All Students	District	45.4	46.0	46.0	46.7
	State	44.2	44.8	45.5	45.5
American Indian	District	16.3	17.5	18.4	19.8
	State	22.1	23.2	23.6	24.4
Asian	District	72.2	69.0	79.2	79.5
	State	43.3	42.2	42.4	43.2
Hispanic or Latino	District	41.9	22.6	47.4	48.6
	State	21.2	38.6	23.2	22.4
Native Hawaiian or Pacific Islander	District	*	*	*	*
	State	27.9	24.9	23.4	*
Other Indigenous Peoples	District	*	*	*	*
	State	19.6	24.3	28.2	28.3
Black or African American	District	10.7	11.2	6.1	9.0
	State	18.0	20.1	21.0	21.9
White	District	50.3	51.2	51.3	51.9
	State	52.3	54.3	55.2	55.6

2024-2025 Comprehensive Achievement and Civic Readiness

Percent Proficient All Accountability Assessments Math - All Grades		2020- 2021	2021- 2022	2022- 2023	2023- 2024
Two or More Races	District	35.7	34.1	28.2	29.8
	State	40.3	41.9	43.0	43.5
English Learner	District	29.4	20.0	29.0	35.7
	State	9.2	12.2	13.0	12.5
Special Education	District	20.4	21.4	21.1	23.4
	State	22.5	23.8	24.4	24.7
Free/Reduced Priced Meals	District	23.9	24.5	25.7	28.8
	State	22.7	23.4	26.8	27.0

Note: Due to the pandemic, tests were not administered in 2019-2020 and in 2020-2021 there were historically low testing participation rates. Year-to-year comparisons should be made with caution. Cells with fewer than 10 students are intentionally left blank to maintain data privacy.

Graduation Rates

Long-Term: The four-year graduation rate will be 90%, with no groups lower than 85%, by 2025.

Annual Targets: All Students = 77.6% American Indian = 56.4%, Asian =83.9 %, Black = 54.6 %, Hispanic = 64.0%, Two or More Races = 67.8%, White =79.5 %, English Learner = 28.3%, Special Education = 63.3%, Free/Reduced Lunch =62.7%

Four-Year Graduation Rate		Reporting Year 2020-2021 Class of 2020	Reporting Year 2021-22 Class of 2021	Reporting Year 2022-23 Class of 2022	Reporting Year 2023-24 Class of 2023
All Students	District	75.4	71.5	76.7	74.9
	State	83.8	83.3	83.6	83.3
American Indian	District	42.9	46.6	43.6	48.3
	State	55.7	52.5	61.3	61.3
Asian	District	80.0	83.3	90.0	*
	State	89.1	87.4	87.2	85.4
Hispanic or Latino	District	79.2	57.7	65.5	66.7
	State	70.4	69.3	69.3	69.2
Hawaiian or Other Pacific Islander	District	*	*	*	*
	State	73.1	65.6	59.6	64.8
Other Indigenous Peoples	District	*	*	*	*
	State	*	*	51.6	54.4
Black	District	53.2	39.5	41.4	45.2
	State	69.2	70.4	73.5	72.1
White	District	81.9	76.7	82.6	80.1
	State	89.0	88.3	88.4	88.7
Two or More Races	District	55.0	69.7	59.6	65.1
	State	73.5	74.6	79.2	80.3

Four-Year Graduation Rate		2020-21 Class of 2020	2021-22 Class of 2021	2022-23 Class of 2022	2023-24 Class of 2023
English Learners	District	*	*	*	*
	State	66.2	64.7	65.0	63.4
Special Education	District	64.2	52.5	57.2	52.7
	State	65.0	64.0	65.5	65.6
Free or Reduced Priced Lunch	District	54.7	51.6	54.8	54.5
	State	71.6	70.3	71.1	71.9

Note: Cells with fewer than 10 students are intentionally left blank (*) to maintain data privacy.

College & Career Readiness

2022-2023: By the end of their 9th grade year, 90% of students will use the exploration tools in the Minnesota Career Information System to develop a Personal Learning Plan based on their individual interests, skills, and career goals.

Percent of Students Who Used MCIS Career Exploration Tools	2022-2023
District	73%

North Star Accountability System

Every three years, the North Star Accountability Reports are released. In August 2022, the Minnesota Department of Education announced the schools and districts that are in need of additional support through the North Star Accountability System. North Star was created in response to federal legislation called the Every Student Succeeds Act, which requires every state to create an accountability system. Schools are evaluated using the following measures:

Stage 1:

- Math Achievement
- Reading Achievement
- Progress Toward English Language Proficiency

Stage 2:

- Math Progress (elementary & middle school)
- Reading Progress (elementary & middle school)
- Graduation (high school)

Stage 3:

- Consistent Attendance

Schools identified for support receive either Comprehensive or Targeted support.

Comprehensive is the highest level of need. Support comes from COMPASS through the Northeast Service Cooperative to schools. Duluth schools that were identified for Comprehensive support include:

- Area Learning Center
- Myers-Wilkins Elementary
- Piedmont Elementary
- Laura MacArthur Elementary

Targeted support means the district mostly provides the support in improvement efforts with some additional support from COMPASS through Northeast Service Cooperative. Duluth schools that were identified for Targeted Support include:

- Academic Excellence Online
- Lowell Elementary

Two schools will receive **Continuing** support:

- Congdon Park Elementary
- Stowe Elementary

Additionally, the Duluth Public School District, as a whole, has been identified under the World's Best Workforce as a district with a high percentage of schools identified for Comprehensive and/or Targeted Support. The District receives additional support from Collaborative Partnerships to Advance Student Success (COMPASS) through the Northeast Service Cooperative.

Glossary

Tier I Supports

- Involves the delivery of high-quality core instruction that meets the needs of most students in the class.
- A core curriculum that is research-based.
- Instructional practices that are culturally and linguistically responsive.
- Universal screening to determine students' current levels of performance.
- Differentiated learning activities to address student needs.
- Accommodations to ensure all students have access to the instructional program.
- Problem-solving to identify interventions, as needed, to address behavior problems that prevent students from demonstrating the academic skills they possess.

Tier II Supports

- Involves the delivery of research-based intervention(s) of moderate-intensity to address the learning or behavioral challenges of most at-risk students. This is provided in addition to the daily core instruction.
- Typically involves adult-led small-group instruction.
- Duration of typically 10-15 weeks of 20-40 minute sessions 3-4 times weekly.
- Uses clearly articulated validated interventions.
- Evidence-based rather than research-based.
- High degree of fidelity of intervention implementation.
- Frequent progress monitoring every 1-4 weeks.

Social-Emotional Learning

- Is broadly understood as a process through which people build awareness and skills in managing emotions, setting goals, establishing relationships and making responsible decisions that support their success in school and in life.

Multi-Tiered Support Systems (MTSS)

- As a systemic foundation for addressing inequity and improving outcomes for all students.

Positive Behavior Interventions and Supports (PBIS)

- Evidence-based framework for preventing problem behavior, providing instruction and support for positive and pro-social behaviors, and supporting social, emotional and behavioral needs for all students.

COW Agenda Cover Sheet

Meeting Date: Tuesday Dec. 3, 2024

Topic: Business Services - Update on budget reduction/alignment process

Presenter(s): Simone Zunich, Executive Director Business Services

Attachment (yes) or (no) NO

Brief Summary of Presentation or Topic (no more than a few sentences):

Supt Magas and Ex Director Zunich will provide a verbal update on the budget

This Requires School Board Approval Yes No

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 10, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<u>1. Guest Presentations for this Meeting</u>	
<u>2. Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	9
3) Facilities Department Report	10
4) Technology Department Report	13
5) Transportation Department Report	15
<u>3. Recommended Resolutions</u>	
A. B-12-24-4071 - Certified Tax Levy 2024 Payable 2025	16
B. B-12-24-4072 - Acceptance of Donations to Duluth Public Schools	17
<u>4. Consent Agenda</u>	
A. HR Staffing Report	21
B. Finances	
1) Fiscal Year 24 Audit (in substantial form) - Attachment Pending	
2) Financial Report	22
3) Fundraisers	23
C. Bids, RFPs, and Quotes	
1) BID #1333 - Transportation Building Addition	24
D. Contracts, Change Orders and Leases	
1) CONTRACT - Letter of Agency for E-Rate Consulting Services (January 2025 - June 2026)	37
<u>5. Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	45
B. No Cost Contracts	159
C. Revenue Contracts - None	

**Human Resources Report Summary
December 2024 Activities**

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	5	23
# Retirements	3	1
# Resignations	4	5
# Leave of Absences	3	3

HR Department Updates:

The HR team, along with Finance have completed all but one Site Staffing/Budget review meeting. The last meeting date is currently being finalized.

On November 14th, members of the Human Resources team participated in the Duluth Chamber of Commerce's Diversity, Equity, and Inclusion (DEI) workshop. The workshop provided guidance on how our business community can support and empower Indigenous-led organizations and offered valuable insights into local Indigenous culture.

On November 27th, Human Resources personnel participated in professional development activities. Training topics included workplace discrimination awareness, stress management techniques, conflict management strategies for staff, and sensitivity awareness. These trainings equip our staff with the knowledge to effectively navigate a variety of workplace situations.

Benefits Updates:

The Benefits Department hosted their first Retirement Information Session on November 25th. The meeting is geared towards employees who are looking to retire in the next year or so.

The Benefits Department processed all our open enrollment submissions and assisted many of our retired employees in navigating their new choices for health insurance through the new Medicare Retiree Group Health options.

Hiring Updates:

Certified:

Teachers (13)

Elementary (2)

Middle School (3)

High School (1)

Special Education (6)
Adult Basic Education (1)

Non-Certified:

Activities/Athletics (2)

Clerical (1)

Maintenance (5)

Floating Custodian (1)

Master Electrician (1)

Second Shift Engineer I (1)

Second Shift Engineer II (2)

Playground/Cafeteria Monitor (8)

Transportation (5)

School Bus Driver II (3)

Bus Helper (1)

Van Driver (1)

Paraprofessionals (12)

American Indian Home School Liaison (1)

Cultural Immersion Program Para (1)

Licensed Sign Language Interpreter (1)

Preschool Program Para (1)

Sign Language Facilitator (1)

Supervisory Para (1)

Sp. Ed. Building Wide Para (4)

Sp. Ed. Program Para (1)

Sp. Ed. Paraprofessional Student Specific Setting III (1)

Contract Negotiations:

We continue to meet with the District-Wide Instructional Administrators Association with the next meeting date is yet to be finalized. This is the final group to negotiate for the 2023-2025 cycle.

2024-2025	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	472.00	398.00	74.00	78.00	76.00	69.00	82.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	447.00	369.00	78.00	67.00	78.00	74.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	255.00	212.00	43.00	35.00	42.00	49.00	46.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	514.00	439.00	75.00	80.00	100.00	79.00	89.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	312.00	254.00	58.00	53.00	47.00	57.00	45.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	330.00	269.00	61.00	53.00	59.00	61.00	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	259.00	222.00	37.00	41.00	44.00	52.00	42.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	309.00	254.00	55.00	61.00	45.00	53.00	52.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	393.00	321.00	72.00	75.00	68.00	62.00	61.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	227.00	192.00	35.00	41.00	44.00	34.00	37.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	677.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	257.00	245.61	174.67	0.00	0.00	0.00	0.00
Ordean East Middle 335	1085.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	348.41	378.33	359.00	0.00	0.00	0.00	0.00
AE Online 650	138.29	0.00	559 total students, 31 Comprehensive Open Enrolled 34 FT Residents, 494 PT Residents, average enrollment 0.25 less than 2 classes							0.00	0.28	14.92	38.56	50.26	34.27
Denfeld 215	959.46	0.00								0.00	0.00	252.71	247.89	265.55	193.31
East 220	1470.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	407.37	364.82	338.45	359.40
Merritt Creek Academy 81	81.00	33.00	2.00	3.00	6.00	8.00	11.00	5.00	6.00	9.00	7.00	8.00	13.00	3.00	0.00
ALC 611	85.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	24.00	45.00
Chester Creek Academy 575	30.00	19.00	0.00	1.00	1.00	4.00	10.00	3.00	2.00	4.00	1.00	3.00	1.00	0.00	0.00
Rock Ridge Academy 580	40.00	13.00	0.00	2.00	2.00	3.00	3.00	3.00	2.00	3.00	3.00	5.00	7.00	5.00	2.00
Arrowhead Academy 605	14.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	2.00	2.33	6.00	1.00
Bethany Crisis Shelter 615	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00
Hospitals 630	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	3.00	3.00	3.00	5.00	1.00
The Bridge 950	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00
Total:	8139.64	2995.00	590.00	590.00	612.00	605.00	603.00	585.00	616.41	639.94	550.95	696.00	694.10	697.26	659.98

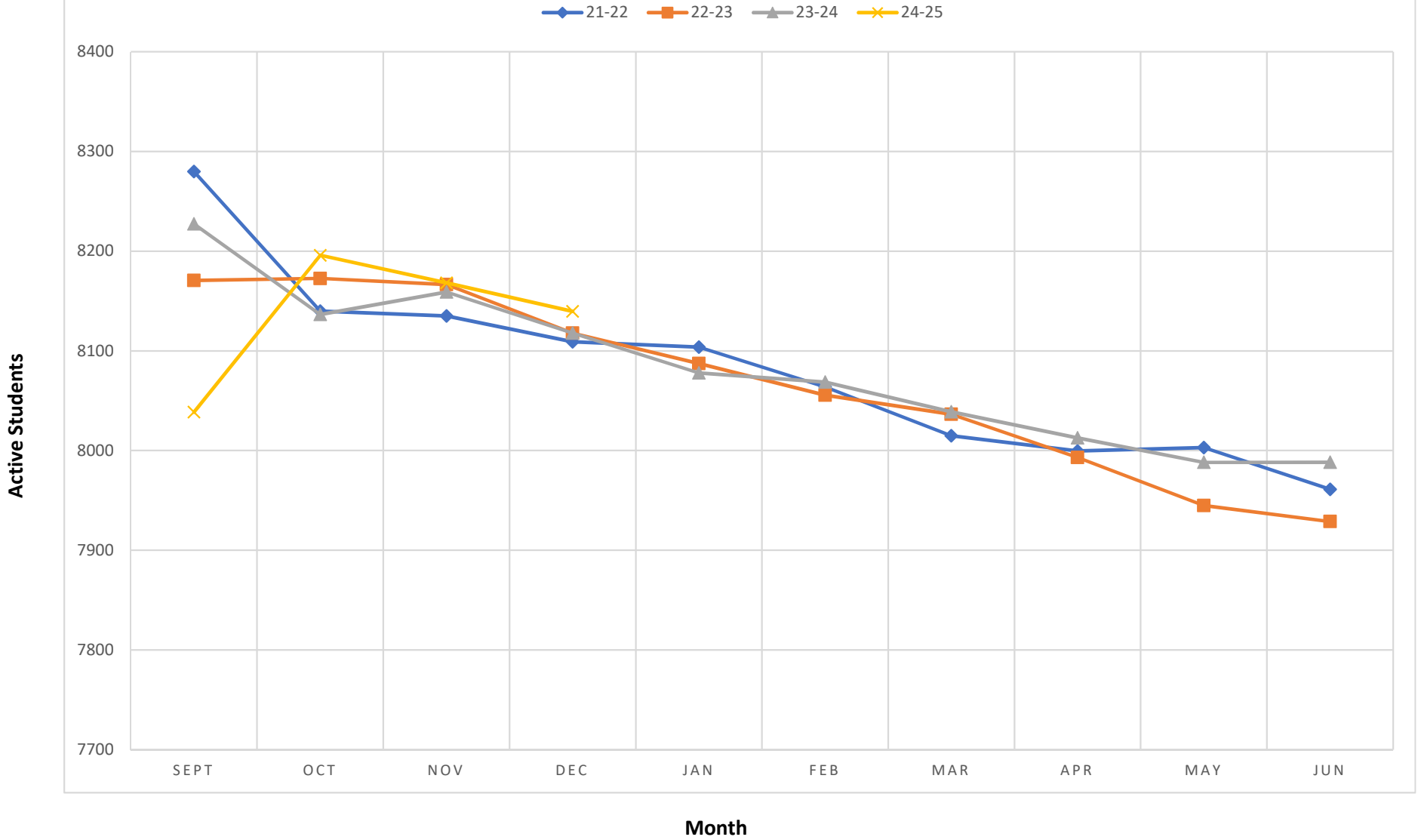
2024-2025
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2024-2025	23-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	478.00	471.00	476.00	476.00	472.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		1.00	-6.00
Homecroft 475	440.00	447.00	448.00	448.00	447.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		0.00	7.00
Lakewood 500	246.00	253.00	254.00	256.00	255.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		2.00	9.00
Lester Park 510	527.00	509.00	510.00	511.00	514.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		5.00	-13.00
Lowell 520	297.50	308.00	312.00	312.00	312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		4.00	14.50
Lowell Immersion 521	335.00	330.00	329.00	330.00	330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-5.00
MacArthur 525	283.00	251.00	254.00	260.00	259.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		8.00	-24.00
Myers Wilkins 540	307.00	307.00	317.00	309.00	309.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		2.00	2.00
Piedmont 550	395.00	388.00	394.00	391.00	393.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		5.00	-2.00
Stowe 565	227.00	231.00	229.00	226.00	227.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	-1.00	-4.00	0.00
Lincoln Middle 225	612.35	664.00	674.00	672.28	677.28	0.00	0.00	0.00	0.00	0.00	0.00	5.00		13.28	64.93
Ordean East Middle 335	1095.25	1078.55	1085.41	1086.74	1085.74	0.00	0.00	0.00	0.00	0.00	0.00	-1.00	4.00	7.19	-9.51
AE Online 650	179.76	81.37	123.51	122.08	138.29	0.00	0.00	0.00	0.00	0.00	0.00	16.21		56.92	-41.47
Denfeld 215	902.60	949.90	994.41	978.69	959.46	0.00	0.00	0.00	0.00	0.00	0.00	-19.23		9.56	56.86
East 220	1386.45	1508.58	1505.05	1499.62	1470.04	0.00	0.00	0.00	0.00	0.00	0.00	-29.58	-32.60	-38.54	83.59
Merritt Creek Academy 81	81.85	69.00	74.71	79.71	81.00	0.00	0.00	0.00	0.00	0.00	0.00	1.29		12.00	-0.85
ALC Seat Based 611	71.55	73.86	88.58	87.86	85.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.86		11.14	13.45
Chester Creek Academy 575	32.00	27.00	31.00	31.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		3.00	-2.00
WHA RRA 580	35.18	34.00	36.00	39.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		6.00	4.82
Arrowhead Academy 605	18.00	17.00	18.00	15.00	14.33	0.00	0.00	0.00	0.00	0.00	0.00	-0.67		-2.67	-3.67
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.25		0.25	0.25
Hospitals 630	22.66	15.00	17.00	13.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		1.00	-6.66
The Bridge 950	14.85	25.00	25.00	24.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.01	-1.00	9.15
Total:	7988.25	8038.51	8195.92	8168.23	8139.64	0.00	0.00	0.00	0.00	0.00	0.00		-28.59	129.72	151.39
Change		50.26	157.41	-27.69	-28.59	0.00	0.00	0.00	0.00	0.00	0.00				

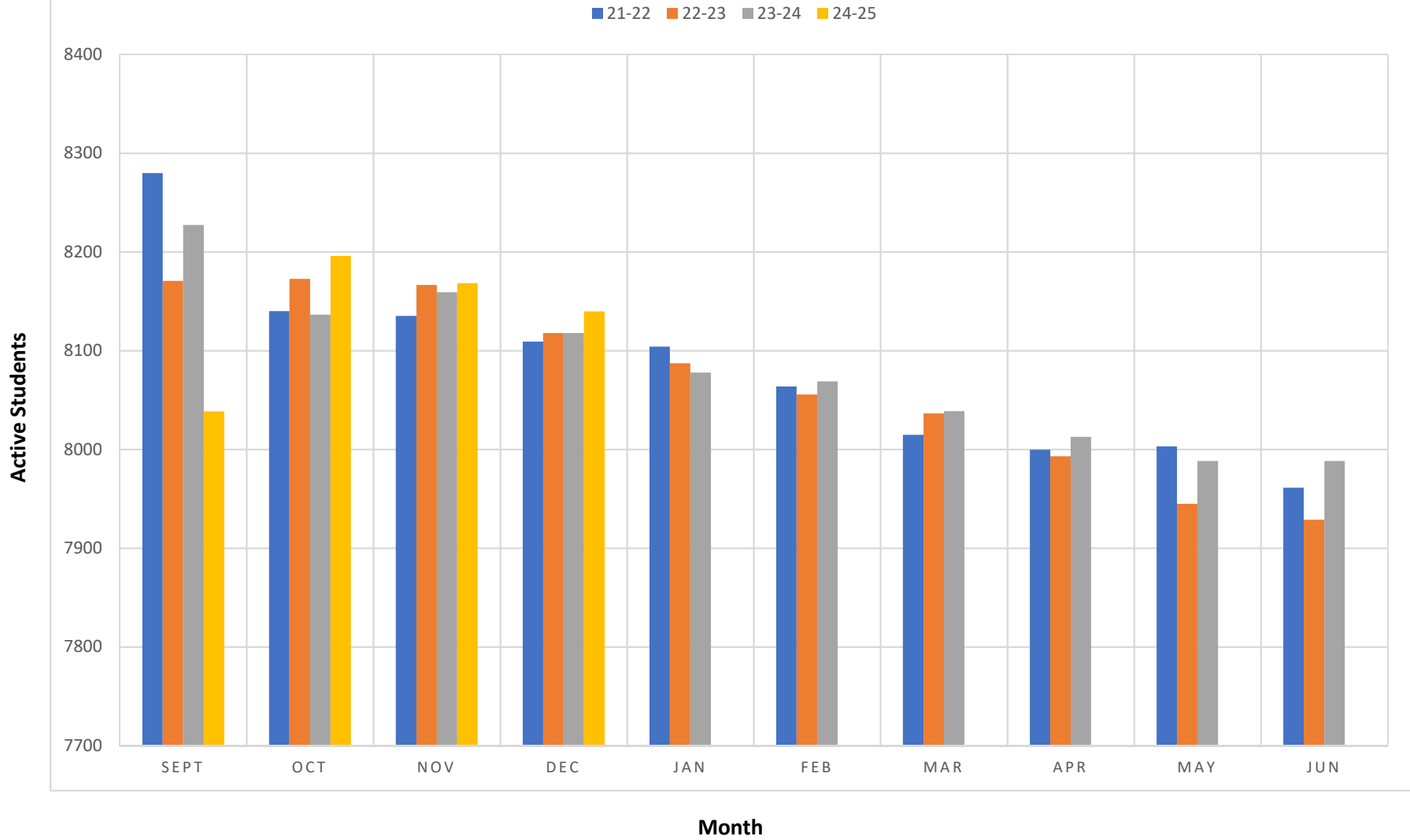
2024-2025
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2024-2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Diff	Net		Avg
EC	114.00	258.00	269.00	291.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00		177.00	233.00
PK	0.00	59.00	73.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	-27.00	-5.00	46.00	44.50
KA	140.00	143.00	142.00	142.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		2.00	141.75
KG	436.25	448.00	448.00	448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		11.75	445.06
1	585.00	587.00	591.00	590.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		5.00	588.25
2	610.00	614.00	616.00	612.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		2.00	613.00
3	599.00	605.00	601.00	605.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		6.00	602.50
4	604.00	608.00	609.00	603.00	0.00	0.00	0.00	0.00	0.00	0.00	-6.00		-1.00	606.00
5	579.00	586.00	583.00	585.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		6.00	583.25
6	606.41	611.41	612.41	616.41	0.00	0.00	0.00	0.00	0.00	0.00	4.00	-1.00	10.00	611.66
7	626.00	641.00	633.94	639.94	0.00	0.00	0.00	0.00	0.00	0.00	6.00		13.94	635.22
8	551.28	551.28	554.95	550.95	0.00	0.00	0.00	0.00	0.00	0.00	-4.00	2.00	-0.33	552.12
9	680.99	698.28	692.28	696.00	0.00	0.00	0.00	0.00	0.00	0.00	3.72		15.01	691.89
10	663.81	697.57	693.82	694.10	0.00	0.00	0.00	0.00	0.00	0.00	0.28		30.29	687.33
11	686.87	724.99	717.41	697.26	0.00	0.00	0.00	0.00	0.00	0.00	-20.15		10.39	706.63
12	669.90	680.39	673.42	659.98	0.00	0.00	0.00	0.00	0.00	0.00	-13.44	-29.59	-9.92	670.92
K 12 Total:	8038.51	8195.92	8168.23	8139.64	0.00	0.00	0.00	0.00	0.00	0.00	-28.59	-28.59	101.13	8135.58
Change		157.41	-27.69	-28.59	0.00	0.00	0.00	0.00	0.00	0.00				

ISD 709 ACTIVE ENROLLMENT BY MONTH



ISD 709 ACTIVE ENROLLMENT BY MONTH



Monthly counts 2024 2025	Breakfast	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon	2014	2237	2194								6445	111
Denfeld	3568	4330	3784								11682	201
East High	4171	4834	4194								13199	228
Homecroft	2691	3040	2706								8437	145
Lakewood	1906	2035	1908								5649	101
Lester Park	2758	3240	2883								8881	153
Lincoln park Middle	3581	4273	3789								11643	201
Lowell	5091	6988	6637								18716	323
Laura Macarthur	3547	2729	3269								9545	165
Myers-Wilkins	3388	3559	3097								10044	173
Ordean/East Middle	2464	3122	2625								8211	142
Piedmont	5707	5489	4619								15815	273
Rockridge	435	384	416								1235	21
Stowe	3165	3357	2797								9319	161
ALC	236	271	220								727	15
	44722	49888	45138	0	0	0	0	0	0	0	139748	2412
	Lunch											Daily Average
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		
Congdon	6426	6800	6140								19366	334
Denfeld	10485	10449	9042								29976	517
East High	10680	12267	10578								33525	578
Homecroft	6524	6939	6136								19599	338
Lakewood	3580	3927	3325								10832	187
Lester Park	7101	7738	7046								21885	377
Lincoln park Middle	9659	9505	8214								27378	472
Lowell	9358	10118	8898								28374	489
Laura Macarthur	4132	4244	3785								12161	210
Myers-Wilkins	5222	5322	4565								15109	261
Ordean/East Middle	13664	13504	11187								38355	661
Piedmont	6871	5645	5724								18240	314
Rockridge	490	498	522								1510	26
Stowe	3340	3587	3154								10081	174
ALC	471	458	484								1413	30
											0	
Supper	0	1184	987								2171	72
Harbor City	1611	1784	1570								4965	86
	99614	103969	91357	0	0	0	0	0	0	0	294940	5126
Head Start												
	Breakfast											
Congdon	19	73	50								142	
Homecroft	38	150	137								325	
Lester Park	45	135	97								277	
Lowell	88	385	353								826	
Laura Macarthur	39	368	299								706	
Myers-Wilkins	157	710	616								1483	
Piedmont	47	265	233								545	
Stowe	25	144	129								298	
	458	2157	1864	0	0	0	0	0	0	0	4602	
Head Start												
	Lunch											
Congdon	38	150	99								287	
Homecroft	38	149	137								324	
Lester Park	26	249	185								460	
Lowell	88	1154	353								1595	
Laura Macarthur	38	375	385								798	
Myers-Wilkins	157	710	616								1483	
Piedmont	59	380	353								792	
Stowe	25	141	118								284	
	469	3158	2147	0	0	0	0	0	0	0		
AFTERSCHOOL SNACK												
Congdon	2030	2188	1905								6123	
Lincoln park Middle	667	926	910								2503	
Lowell	2153	2486	2148								6787	
Laura Macarthur	322	615	456								1393	
Myers-Wilkins	319	578	608								1505	
Piedmont	912	553	757								2222	
Stowe	450	490	473								1413	
	6853	7836	7257	0	0	0	0	0	0	0		
Total meals/snacks	152,116	167,008	147,763	-	-	-	-	-	-	-	466,887	
Days of service	20	20	18									58
Average meals per c	7,606	8,350	8,209	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
2024 school year												
Total meals/snacks	146,876	167,167	167,232	111,724	165,368	130,783	143,844	137,096	181,297	19,559	1,370,946	
Days of service	19	20	20	14	20	16	18	17	22	3		172
Average meals per day	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520		

Facilities Management & Capital Project Status Report December 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 309 work orders and are currently working on 258 open work orders.

Capital / Construction

- Myers Wilkins repairs have begun. ICS has superintendent on site overseeing current scope
- Working on Chiller replacement quotes for Myers Wilkins. 3 contractors were contacted for quotes with only 1 responding with a quote.
- Boiler inspections with Liberty Mutual completed. work scheduled to remedy issues identified
- Rockridge Mech room ceiling access scheduled to be completed during the winter break with Holm construction.
- Homecroft cafeteria soffit rebuild scheduled with Holm for winter break

Discussion with Legal Representation

Discussion with legal on the ditch at Homecroft. District has no obligation or duty to maintain.

Building Operations

Operations have filled two new positions, one a returning employee at East High School Ryan Zentgraf and one at Lincoln Park Middle School Jacob Miller. Welcome aboard Ryan and Jacob.

This week we received two letters of resignation for two Custodians. That brings the open positions to: (2) Second Shift Engineer2 positions at Denfeld High School and Ordean East Middle School. (1) Second Shift Engineer1 position open at Myers-Wilkins. (2) Custodian position open at Denfeld and Lowell.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Lincoln Park fire code inspections completed - Corrections due Dec. 1. All minor fixes.
 - Lester Park and Rockridge fire inspections complete - Corrections Due Dec. 18. All minor fixes
 - Congdon Park state fire inspection for HeadStart complete - Corrections completed. Waiting on confirmation of closure.
 - MMA Insurance representative Christian Leonard did noise level testing in Lowell art room. Noise levels were below OSHA action level.
 - MMA Insurance representative Christian Leonard did a walk-through of Denfeld to investigate an ongoing smell concern from a gym teacher. Air handling updates were made after the walk-through, and the teacher has not noticed the smell since.

- **Regulatory Reporting**
 - Nothing needed in November

- **Systems & Technology Updates**
 - Nothing to report for November

- **Training**
 - Two sessions of “Ergonomics for *Every Body*” class was offered at East HS for the November professional development day. There was great attendance, a lot of good discussion, and positive feedback.

- **Chemical and Hazardous Waste Disposal**
 - Paint pickup from DSC - Done
 - Battery pickup from DSC - TBD
 - Hand sanitizer pickup from Laura MacArthur TBD
 - Paint pickup from Denfeld TBD

- **Document Updates**
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
 - Progress: 5/47

- **Injury and Incident Statistics**

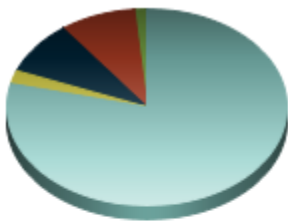
- **October 2024 (as of 11/13/2024)**

- **OSHA Recordable Rate (TRIR): 0.00**
- **OSHA Recordable Injuries: 0**
- **Days Away from Work: 0**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 16**
- **Proactive Hazard Reporting (Goal 2+ per month): 2**

- **2024 Year-To-Date (as of 11/13/2024)**

- **OSHA Recordable Rate (TRIR) (Goal less than 1.00): 1.83**
- **OSHA Recordable Injuries: 15**
- **Days Away from Work: 59**
- **Days on Restricted Duty: 28**
- **Non-recordable Injuries: 97**
- **Proactive Hazard Reporting (Goal 24): 27**

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.















- Employee Injury
- Non-Employee Injury
- Near Miss
- Other
- Employee Illness

Technology Department - November 2024 Report

- **Cybersecurity**




- Google Security
 - Gmail

- 1.5M Emails Messages Accepted/Delivered. 
- 148K Rejected 
- 56K Spam folders 
- 5.8K were identified as Phishing 
- 41 were identified having suspicious attachments 
- 7.2K were identified as Spoofing 
- 0 emails were identified as Malware
- Account Information
 - 11,080 Active Accounts 
 - 4,991 Suspended Accounts 
 - 28.61TB of storage
 - 822K Files shared externally 
 - 895K Suspicious login attempts 
 - 1.8K Failed user login attempts 
 - 35 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- [Bid-1324 MAN and ISP Services](#)
 - USAC E-Rate Bid Application Number: 250000573
 - Open at 2:00 pm on Tuesday, November 19, 2024
 - Bid award on hold due to the very high cost. We created and posted Bid - 1334 ISP and MAN Services and Bid - 1335 MAN Services to see if we receive lower pricing
- Bid-1325 Palo Alto Cybersecurity Subscription Services - New [USAC E-Rate Cybersecurity Pilot Program](#)
 - No updates if our district has been selected to participate in this cybersecurity pilot program as of December 3, 2024
- [Bid-1332 Uninterruptible Power Supply \(UPS\) Systems](#)
 - USAC E-Rate Bid Application Number: 250000581
 - Open at 2:00 pm on Tuesday, November 19, 2024
 - We received six (6) bids
 - Our recommendation will be going to the January/February 2025 School Board
- [Bid - 1334 ISP and MAN Services](#)
 - USAC E-Rate Bid Application Number: 250006615
- [Bid - 1335 MAN Services](#)
 - USAC E-Rate Bid Application Number: 250006886

- **Technology Help Desk Tickets**

- 345 New Technology Support Tickets Created 
- 435 Tickets were resolved 
- 287 Tickets remain unresolved 

- **Technology Projects/Updates**

- The Bluum AV Team will be back in the district to visit ~300 classrooms the week of December 16th, from 3:30 pm - 11:00 pm. The Bluum AV Team will verify and correct any issues with the speaker wire connectors.

Technology Department - November 2024 Report

- **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](#)
 - 353.176 kg is our October 2024 Carbon Footprint.  (6% comparing to September 2024)
 - 3.6814 t is our November 2023 - October 2024 Carbon Footprint.

Transportation Report November 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.

We have continued working on routing students. This is an ongoing effort as students' needs change. We are also working through the behavioral issues on buses with students. We have pulled a lot of video footage to share with the schools so they can address the concerns. Drivers have provided numerous misconduct reports already this year.

Staffing (comments and concerns)

- We are making due with the staff we have but still need more drivers and helpers.
- We have will be re-interviewing for a van driver shortly, we had good interest in the position but the applicants backed out for unknown reasons.
- We will be interviewing for another full-time bus driver shortly.

Bus Maintenance

- The mechanics are maintaining the buses when they are not out covering for sick drivers.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month not taken this month due to workload of the staff. Our goal is to have 50-60k miles average.

RESOLUTION
Certified Tax Levy 2024 Payable 2025

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2024 Payable 2025 at \$44,959,128.28.

Resolution B-12-24-4071

December 17, 2024

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
Congdon	Congdon Park Foundation	\$10,320.00	To fill grant requests for Phy Ed and Music	With this wonderful donation we are able to purchase Xylophones, an Ultimate Scooter pack with Storage Cart and a Complete Court Portable Volleyball System
Denfeld	CJ and Stephanie Ham	\$5,000.00	Football Program	
Denfeld	Northland Foundation	\$500.00	Debate team	
Denfeld	CTAM Foundation c/o Keith Green	\$2,000.00	Debate team	
Denfeld	Howard D Mooers	In-kind	Science Department	<p>Mr. Moores is a retired UMD Astronomy professor who has graciously offered to donate Denfeld High School is home observatory, which is research capable and fully equipped. He has also offered his technical support services for several years into the future to ensure the observatory runs smoothly. It would take up an area roughly 10ft x 10ft placed in the enclosed track area of Denfeld High School. The equipment specs are listed here:</p> <p>What is being donated and value based on similar used equipment for sale online:</p> <p>\$4,000.00</p> <p>6-foot observatory dome with automation and base. Dome is from Technical Innovations, 1271 La Quinta Dr. #6, Orlando Fl, 32809.</p> <p>Shutter and dome rotation</p> <p>Dome-Trak® infrared auto telescope tracking system</p>

				<p>Wi-fi/USB power interface</p> <p>\$2,200.00</p> <p>Losmandy G-11 German equatorial telescope mount with Gemini 2 GOTO drive system.</p> <p>Losmandy side-by-side adapter plate for parallel mounting of two scopes</p> <p>Losmandy Gemini 2 GOTO computer with hand controller.</p> <p>\$475.00</p> <p>Celestron 8" Schmidt-Cassegrain telescope.</p> <p>\$325.00</p> <p>RoboFocus automated focuser.</p> <p>\$900.00</p> <p>Takahashi FS-60 60mm Fluorite refracting telescope.</p> <p>\$325.00</p> <p>RoboFocus automated focuser.</p> <p>\$225.00</p> <p>SBIG ST-8XE astronomical camera.</p> <p>\$175.00</p> <p>CFW-8, 5-position filter wheel.</p> <p>\$450.00</p> <p>LRGBHa filters.</p> <p>\$400.00</p> <p>Canon XS DSLR camera with Baader Ha replacement filter and AC adapter</p> <p>\$200.00</p> <p>Computer – DELL OptiPlex small form factor PC, Windows 10 with monitor, mouse, wireless keyboard.</p> <p>\$400.00</p>	
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				<p>Computer control software – MaximDL 6 with MaxPoint (Diffraction Limited, Ottawa Ontario), MegaStar (now open source), Canon EOS Utility (download from Canon).</p> <p>Numerous adapters/connectors/cables.</p> <p>\$10,075.00</p> <p>TOTAL used equipment value</p> <p>Maxim DL and MaxPoint software were updated in 2022, there are no annual fees. However, if you want to upgrade, there will be upgrading fees. The other software is open source or free from manufacturers.</p> <p>The observatory runs on one 20-amp circuit and can be connected to a standard 3-prong 20-Amp outlet with the cord that is included.</p>
Denfeld	Rick McArthur Player's Sports Bar	\$2,500.00	Cheerleading costs associated with competition and Timberwolves trip	
Denfeld	Brenda and Rob Brannan	\$250.00		
Denfeld	Jan and Mike Busch	\$50.00		
Denfeld	Sandra Sawyer	\$50.00		
Denfeld	Robin Johnson	\$25.00		
Denfeld	Sandra Staples	\$100.00		
Denfeld	Michelle Kearin	\$25.00		
Denfeld	Jennifer Crawford	\$30.00		
East	Eric Johnson	In-kind	Duluth Music, as needed	The Johnson family donated a drum set to the music department
Headstart	Jane Killough	\$50.00	To be used for bus passes	
Lakewood	Lakewood PTSA	\$6,704.00	5th grade Wolf Ridge trip	

Lakewood	Lakewood Foundation	\$1,800.00	Library books and headphones	
Lester Park	Lester Park PTA	\$2,100.00	\$100 for each K-5 GenEd teacher for field trips	
Lester Park	Lester Park PTA	\$2,775.00	\$75 for each teacher for classroom needs	
Lester Park	Lester Park Foundation	In-kind	28 chairs for 1st grade room - Ms. Mary Feldhake	
Lester Park	Lester Park Foundation	In-kind	8 student standing desks for two 5th grade rooms	
Lester Park	Lester Park Foundation	In-kind	Erasable kidney teacher table for math	
Lester Park	Wood City Riders Snowbire Club	\$250.00	Classroom Supplies for Mrs. Leischke - Level 3 teacher	
Lincoln Park	Irving Community Assocation	\$100.00	After School Diamond Art Painting Club	Renee Bergeron - Club advisor
Myers-Wilkins	Karl B Olson	\$100.00		
Myers-Wilkins	Tom & Ginny DeSutter	\$50.00		
Washington ECFE	Joulehmong Vang	\$100.00		

HUMAN RESOURCES ACTION ITEMS FOR: December 17, 2023

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
EMEOTT, MARTIN J	SEB SPECIALIST TOSA/LOWELL, (MA+45) IV 9, 1.0, FINC C. TRANSFER	11/18/2024
FJERAN, SASHA R	VISUAL ARTS TEACHER/ORDEAN EAST, (BA) III 5, 0.7, KLENNERT K. RESIGNED	11/11/2024
SORVIK, JOSHUA C	LTS SPED SPEECH LANGUAGE PATHOLOGIST/DISTRICT WIDE, (MA+45) IV 9, 1.0, ERICKSON J. LONG	12/02/2024
WESTIN, JENNIE L	HOURLY ABE TEACHER/DAE, UP TO 14HRS/38WKS, \$30.00/HR	12/02/2024
WOHLWEND, ALEXANDRA A	SCHOOL NURSE/DISTRICT WIDE, (BA) III 4, 0.8, HOLECEK T. TRANSFER	11/25/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
CRAWFORD, LINDSEY A	KINDERGARTEN/PIEDMONT	01/21/2025 04/28/2025
FINN, KRISTIN K	SPED READING INTERVENTIONIST/LESTER PARK	04/15/2025 09/24/2025
SWANSON, SAMANTHA J	SPED RESOURCE/EAST	02/08/2025 05/19/2025
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
DUFNER, ASHLEY N	SPED SETTING III/IV TEACHER/LAURA MACARTHUR	11/26/2024
NETTLETON, JENNIFER F J	SPED SECONDARY RESOURCE - DENFELD HS	12/12/2024
NETTLETON, KEVIN E	DEAN OF STUDENTS - DENFELD HS	12/12/2024
NISTLER, JESSICA A	SPED ELEMENTARY RESOURCE - LOWELL ES	12/06/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
FLORESTANO, ANGELO A	SOCIAL STUDIES - DENFELD HS	06/06/2025
GALLINGER, CAROL E	MATH INTERVENTIONIST - MYERS-WILKINS	01/17/2025
LEHNA, SUSAN M	PRINCIPAL - ORDEAN-EAST MS	06/27/2025
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALVAR, PARIS E	SPED STUDENT SPECIFIC PARA/CHESTER CREEK, 31.25/38WKS, \$21.27/HR	11/20/2024
BENNETT, REBECCA L	SUPERVISORY PARA/DENFELD, 20/38WKS, \$19.09/HR, ERICKSON B. RESIGNED	11/25/2024
BERKE, ALEXIS J	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$21.35/HR, BLAZIER R. TRANSFER	11/18/2024
BREN, LEE ANN C	OSS SENIOR/MYERS-WILKINS, 40/45WKS, \$21.02/HR, BLACK J. RESIGNED	11/18/2024
CLEMENTS, CLAIRE G	HOURLY MONITOR/PIEDMONT, 23/38WKS, \$15.00/HR	11/14/2024
EVANS, CHELLSEA K	SPED ASD/SMI SETTING III/IV TEACHER/PIEDMONT, (MA) IV 9, 1.0 NISTLER J. TRANSFER	12/02/2024
GAGE, TENLEY G	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$19.88/HR, BOWELES Q. RESIGNED	11/15/2024
GRANDSON, EMILY R	HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR	11/05/2024
GUY, TONY R	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$15.68/HR, LAUGER R. RESIGNED	12/02/2024
IWEN, JOANNA B	HOURLY MONITOR/CONGDON, 23/38WKS, \$15.00/HR	11/12/2024
JELBERG, MOLLY M	SPED BULDING WIDE PARAPROFESSIONA/STOWE, 31.25/38WKS, \$19.88/HR, VICK A. TRANSFER	12/02/2024
LIND, ERIK A	NUTRITIONAL SERVICE ASST/EAST, 17.5/38WKS, \$15.68/HR, KIRK L. RESIGNED	12/02/2024
RAHN, BINNER A	SPED BUILDING WIDE PARA/EAST, 33.75/38WKS, \$21.35/HR, DUVALL J. RESIGNED	11/21/2024
RUSSELL, KEVIN M	LIFEGUARD PARA/ORDEAN EAST, 33.75/38WKS, \$20.37/HR, SHEARER J. RETIRED	11/25/2024
SATHER, LUZ M	NUTRITIONAL SERVICE ASSISTANT/LOWELL, 30/38WKS, \$15.68/HR, MARCINIAC T. RESIGNED	12/02/2024
SMITH, LYNDSEY D	NUTRITIONAL FOOD ASSISTANT/EAST, 23.75/38WKS, \$15.68/HR, REINKING A. RESIGNED	11/06/2024
STELLAR, ALYSSA L	SPED STUDENT SPECIFIC PARA/DENFELD, 33.75/38WKS, \$21.27/HR, HENDERSON R. TRANSFER	11/25/2024
WATTS, ISAIAH R	SPED STUDENT SPECIFIC PARA/LINCOLN PARK. 33.75/38WKS, \$21.62/HR, MEHLE J. TRANSFER	11/18/2024
WERNER, LONDON J	CUSTODIAN I/LOWELL, 40/52WKS, \$17.52/HR, EDWARDS S. RESIGNED	12/02/2024
WHEELER, JESSE D	NETWORK ARCHITECT/ADMIN/ DISTRICT WIDE, \$2,055/WEEK, 40/52WKS,	11/25/2024
WILLS, GLENN P	HOURLY FOOD SERVICE/DISTRICT WIDE, 12.5/38WKS, \$14.00/HR	11/06/2024
WORZELLA, ROBIN M	INSTRUCTIONAL PARA/LOWELL. 31.25/38WKS, \$18.44/HR	12/02/2024
ZENTGRAF, RYAN J	CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR, THOMPSON E. TRANSFER	11/18/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BERGSTEDT, STACY M	CHILD NUTRITION AREA FIELD SUPERVISOR	12/04/2024 01/03/2025
SAMUELSON, WES A	BUS HELPER	10/28/2024 01/10/2025
SMITH, NATHAN D	EDUCATION EQUITY COORDINATOR/DW	01/02/2025 07/02/2025
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BENSON, RONALD P	FLOAT CUSTODIAN 1 - DW	11/08/2024
CARLSON, PAMELA J	CHILS NUTRITION SERVICE ASST - LAURA MACARTHUR	11/12/2024
DECAMBALIZA, SOFIA M	SPED PROG PARA SETTING III/IV - PIEDMONT ES	12/20/2024
LANDRY, WENDY M	OSSS - LINCOLN PARK MS	11/06/2024
LAUDERBAUGH, GRACE L	SPED PROG PARA SETTING III/IV/CHESTER CREEK	12/20/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
NORLAND, SHERRYANN M	SPED PROG PARA SETTING III/IV - EAST HS	06/06/2025

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report December 10, 2024 Committee Meeting

BUDGET SUMMARY

12/5/2024

Percent spent

REVENUES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June	July - June		
General	01	\$ 121,707,253.72	\$ 121,707,253.72	\$ 29,547,333.98	\$ 5,492.72	\$ 92,165,412.46		24%		
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 1,302,887.31	\$ -	\$ 4,697,112.69		22%		
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 1,348,649.90	\$ -	\$ 4,983,540.95		21%		
Community Ed	04	\$ 8,580,500.00	\$ 8,665,718.02	\$ 1,449,648.21	\$ -	\$ 7,216,069.81		17%		
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 348,435.59	\$ -	\$ 2,423,739.84		13%		
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 1,970,140.81	\$ -	\$ 26,097,144.19		7%		
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%		
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 498,468.39	\$ -	\$ 451,531.61		52%		
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 193,325.10	\$ -	\$ 82,938.90		70%		
REVENUES	TOTALS:	\$ 174,961,769.00	\$ 175,046,987.02	\$ 36,658,889.29	\$ 5,492.72	\$ 138,393,590.45		21%		

EXPENSES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	July - June	July - June		
General	01	\$ 122,251,138.00	\$ 122,179,408.64	\$ 47,582,507.57	\$ 3,780,412.00	\$ 70,816,489.07		42%		
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 1,814,360.54	\$ 2,046,797.18	\$ 2,194,840.28		64%		
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 3,144,413.91	\$ 335,327.43	\$ 3,304,057.66		51%		
Community Ed	04	\$ 7,826,159.00	\$ 7,935,377.02	\$ 2,815,837.78	\$ 47,941.29	\$ 5,071,597.95		36%		
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 4,169,826.80	\$ 933,864.71	\$ 1,804,929.92		74%		
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 557,179.46	\$ 24,054.45	\$ 412,197.66		59%		
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,810,568.10	\$ -	\$ 25,582,961.90		7%		
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00		0%		
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 602,738.99	\$ -	\$ 326,825.01		65%		
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 142,346.48	\$ 20,919.13	\$ 216,727.39		43%		
EXPENSES	TOTALS	\$ 179,598,304.00	\$ 179,823,455.66	\$ 62,639,779.63	\$ 7,189,316.19	\$ 109,994,359.84		39%		

Extra Curricular Fund 01 Prog 298
Revenue \$ 184,291.84
Expense \$ 232,548.96

**Fundraisers Reported
November 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
Lester Park	Schoolwide	\$1,500.00	Annual Giving Tree
Lincoln Park	Schoolwide	\$7,500.00	Give MN fundraiser to support LPMS One Book One Day school-wide literacy events. All students and staff would read through a student-selected book cover to cover together in one day. Funds will be used to purchase books for all students and educators as well as snacks and supplies for the event. The purpose of One Book One Day is to help reinforce our school-wide positive literacy climate and goals, to engage students in a community read, and encourage discussion about books and reading. Students will get to keep their book to add to their personal library at home or share with friends and family.

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8907

MEMORANDUM

To: Simone Zurich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **Bid #1333 Transportation Building Addition**
Date: 12/2/2024

Five (5) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
Nordic Group Inc	\$1,278,695.00
Max Gray Construction	\$912,000.00
Lake Head Construction	\$898,100.00
Johnson Wilson Construction	\$872,000.00
Donald Holm Construction	\$820,733.00

Bryan Brown and Jeremy DeGraef from the district Facilities Department reviewed the bids along with Paul Quirin from Design Tree Engineering.

Bryan Brown, Facilities Manager, and Paul Quirin from Design Tree Engineering recommend awarding Bid #1333 meeting specifications as submitted to Donald Holm Construction for the sum of \$820,733.00.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Jill Lofald, Board Chair

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **ISD 709 – Duluth Public Schools**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Responsible contractor forms.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$820,733.00
--------------------	--------------

Eight Hundred Twenty Thousand Seven Hundred Thirty Three & 00/100 Dollars

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before August 29, 2025 October 3, 2025, and will be completed and ready for final payment (and Owner occupancy) in accordance with Paragraph 15.06 of the General Conditions on or before September 1, 2025 November 3, 2025. [Addendum #1 dated 11/13/24]

EJCDC® C-410, Bid Form for Construction Contract.

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**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NUMBER: 020116.5

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* (vii) has been convicted of a violation of section 609.52, subd 2 (19).

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.


A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: Ryker C. Holm
Title: Vice President	Date: 11/19/2024
Company Name: Donald Holm Construction Co., Inc.	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

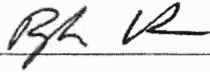
BIDDER hereby submits this Bid as set forth above:

Bidder:

Donald Holm Construction Co., Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Ryker C. Holm

(typed or printed)

Title:

Vice President

(typed or printed)

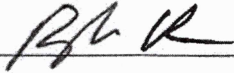
Date:

11/19/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Ryker C. Holm

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

11/19/2024

(typed or printed)

Address for giving notices:

3211 W 3rd Street, Duluth, MN 55806

Bidder's Contact:

Name:

Ryker C. Holm

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

218-628-2257

Email:

ryker@donaldholmconst.com

Address:

3211 W 3rd Street, Duluth, MN 55806

Bidder's Contractor License No.: (if applicable) N/A

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- 4.03 ~~*Bidder accepts the provisions of the Agreement as to liquidated damages.*~~ *[Addendum #1 dated 11/13/24]*

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	11/13/2024

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

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effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NUMBER: 020116.5

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Northern Concrete	Cotton, MN
M& J, LLC	Proctor, MN
A.G. O'Brien	Hermantown, MN
Belknap Electric	Superior, WI
FirePro Sprinkler Specialists, Inc.	Hermantown, MN
Doorco	Duluth, MN
CMC Construction	Duluth, MN
KTM Paving	Hermantown, MN

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
<p>Authorized Signature of Owner or Officer: <i>Ryker C. Holm</i></p>	<p>Printed Name: Ryker C. Holm</p>
<p>Title: Vice President</p>	<p>Date: 11/19/2024</p>
<p>Company Name: Donald Holm Construction Co., Inc.</p>	

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Donald Holm Construction Co., Inc.
3211 West Third Street

Duluth, MN 55806

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No.- 020116.50- ISD 709 Transportation Building Addition

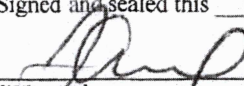
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

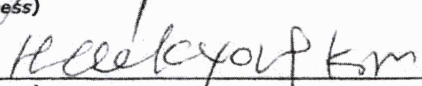
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November, 2024

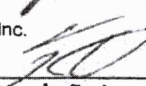


(Witness)



(Witness)

Donald Holm Construction Co., Inc.
(Principal)  *(Seal)*

(Title)
Granite Re, Inc.
(Surety)  *(Seal)*

(Title) Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (Is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

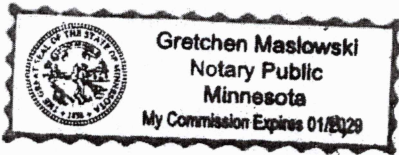
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Carlton)

On this 19th day of November, in the year 2024, before me personally come(s) Ryker C. Holm, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Donald Holm Construction Co., Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Gretchen Maslowski
Notary Public

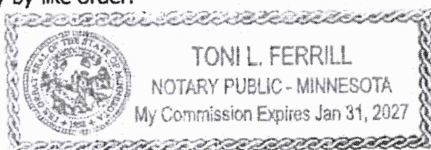


ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 13th day of November, in the year 2024, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

Toni Ferrill
Notary Public



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

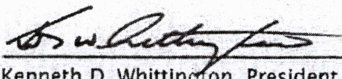
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

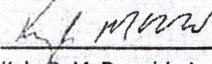
TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





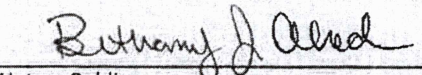
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

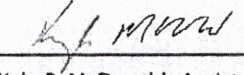
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 13th day of November, 2024.





Kyle P. McDonald, Assistant Secretary



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

Donald Holm Construction Co., Inc.
3211 West Third Street
Duluth, MN 55806

Bid Bond Results Form

PROJECT OWNER: ISD#709-Duluth Public Schools

BID DATE: November 19th 2024

PROJECT NAME: Project No. - 020116.50- ISD 709 Transportation Building Addition

APPROX. BID AMOUNT: *\$1,000,000.00

** If your bid increases by 10% or more from this estimate, please contact our office for approval prior to the bid letting.*

BOND NUMBER: RB0096148

General Agreement of Indemnity and Surety Recommends Updating Bank Letter Of Credit

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

	Contractor's Name	Amount	Bid Security	
			Bid Bond	Check
Low	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
2nd	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
3rd	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
	Your Bid If Not Listed Above	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

Comments

By: _____
Date: _____

PLEASE RETURN THIS FORM TO PATE BONDING, INC.

Your assistance in providing us with all of your bid results is appreciated

PBI-JP

Delivery Instructions: [] COURIER [] EMAIL [] FAX [] MAIL [] OVERNIGHT [] PICKUP [] OTHER _____

Please review your bond to ensure it is as you ordered and that it is in the proper form which includes the correct names, bond amounts and dates before you submit it. By affixing your signature, executing and providing this bond to the obligee you are verifying, and we will justifiably assume, the bond has been issued correctly with the best interests and requirements of all parties being considered. Contact us immediately if any correction is required.



Letter of Agency - E-Rate Consulting Services

This letter of agency outlines E-rate application support provided by ARCC for the period of 01/01/2025 through 06/30/2026. It details the responsibilities of both ARCC and the District in the E-Rate application process.

Universal Service Administrative Company is the agency that manages the E-Rate system, and throughout this letter they will be called USAC.

While ARCC provides support in the application process, Districts are ultimately responsible for their E-Rate application. To assist in understanding how the E-Rate program works, USAC provides educational webinars for each step. Districts are encouraged to watch the webinars below found at <https://www.usac.org/e-rate/learn/webinars/>.

The following are recommended webinars:

PROGRAM BASICS – Overview of the program, recent changes, entity eligibility, eligible services review, process overview *(clip of the link, not a live link)*

E-Rate Fall Training: E-Rate Program Overview	September 16, 2024 1:43:40	Watch
Webinar Slides		

PRECOMMITMENT PROCESS – Form 470, selecting service providers, gift rules, Form 471, program compliance *(clip of the link, not a live link)*

E-Rate Fall Training: Pre-Commitment Process	September 19, 2024 1:15:34	Watch
Webinar Slides		


ELIGIBLE SERVICES – What’s new, category of service, BMIC, Fiber, MIBS *(clip of the link, not a live link)*

E-Rate Fall Training: Eligible Services 101	September 24, 2024 1:01:58	Watch
Webinar Slides		


CATEGORY TWO – Category review (Equipment/BMIC/MIBS), Category 2 budgets, equipment disposal and transfer *(clip of the link, not a live link)*

E-Rate Fall Training: Category Two Budgets	October 17, 2024 1:01:01	Watch
Webinar Slides		

ADMINISTRATIVE WINDOW – Timelines, updates of District demographics, consultants, updating enrollment and free/reduced counts, adding entities, account administration, permissions *(clip of the link, not a live link)*


E-Rate Fall Training: EPC Administrative Window	October 24, 2024 56:28	Watch
Webinar Slides 		

POST COMMITMENTS – Form 486, CIPA. Post commitment adjustments, Form 500, appeals *(clip of the link, not a live link)*

E-Rate Fall Training: Post-Commitment Process	October 31, 2024 50:12	Watch
Webinar Slides 		

This webinar is optional:

WIFI HOTSPOTS – Budgets and funding, requirements, usage *(clip of the link, not a live link)*

Wi-Fi Hotspot Webinar	October 15, 2024 56:40	Watch
Webinar Slides 		

USAC NEWS BRIEF

It is recommended that the District sign up for the USAC E-Rate News Brief. This can be found at the following link: <https://cloud.outreach.usac.org/verify-email>



The screenshot shows a form titled "Enter Your Email" with an input field containing "eratesrfun@myschool.com". A callout box points to this field with the text "Enter your email here and hit submit". Below the email field is a section titled "E-Rate" with two checkboxes: "News Brief" (checked) and "Tribal e-Newsletter" (unchecked). A callout box points to the "News Brief" checkbox with the text "Click on News Brief then hit Save".

STEPS IN THE PROCESS

Fiscal Year vs. Funding Year – USAC’s cycle is called a FUNDING YEAR. School district cycles are called FISCAL YEARS. These years are not the same. Funding Year 2023 is our Fiscal Year 2024. Funding Year 2025 (the upcoming application cycle) will be for our Fiscal Year 2026.

Eligible Services List – This list is posted in late October for the upcoming funding cycle. It contains the services and equipment that are eligible for e-rate discounts and also states what services and equipment are not eligible. The list breaks services into Category 1 (internet and connectivity) and Category 2 (equipment) The list can be found at: <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

ARCC’s Responsibility

- ARCC will send the Eligible Service List out to Districts at the beginning of the Form 470 cycle.
- ARCC will note changes in the eligibility list.
- ARCC will answer questions on eligible services. If unable to answer the question, ARCC will submit a case to USAC for clarification.

District’s Responsibility

- District will review the list and note any items they are interested in requesting quotes and seeking E-Rate funding on.

Form 470 – Form 470 is posted to let vendors and USAC know what services you are interested in receiving quotes or bids on. It must remain posted for 28 days after the certification date before you can choose a vendor or service provider.

ARCC’s Responsibility

- ARCC will provide Districts with a detailed list of what contracts are expiring and what contracts are ongoing. ARCC will send out two additional reminders during the 470 filing cycle to check on progress. If the contract for Category 1 service is expiring and ARCC has not heard from the district, ARCC will contact District administration.
- ARCC will provide the District with the timeline for submission and certification of Form 470. The ARCC deadline to provide data entry services will be earlier than the USAC deadline in order to accommodate the number of Districts supported in the e-rate funding process and other ARCC responsibilities.
- ARCC will provide data entry services on Form 470. Prior to certification, the form will be sent to the District for review. Once the form is approved, the District will notify ARCC to certify the form.
- ARCC will answer District questions related to Form 470. If unable to answer, ARCC will submit a case to USAC for clarification.
- ARCC will only communicate with the District E-Rate Coordinator, the Business Manager or the Superintendent. ARCC will not directly communicate with vendors or service providers concerning the District’s application.

District's Responsibility

- The District will send ARCC a list of services (Internet/connectivity, Category 1) and equipment (Category 2) they intend to seek e-rate discounts on. This list should include items like bandwidth needed, connectivity needed, which building or MARSS site is receiving the service, equipment functionality (e.g. Firewall, wireless access points, switches, etc.), comparable equipment manufacturer and comparable part number, and quantity. It will be provided to ARCC by the ARCC deadline, which will be earlier than the USAC deadline in order to accommodate the number of Districts supported in the e-rate funding process and other ARCC responsibilities.
- Districts must also follow state statute §471.345 regarding bids. Equipment in excess of \$125,000 must have an official RFP. If an RFP or RFQ is necessary, the District will be responsible for providing that to ARCC prior to the submission of Form 470. The opening of the RFP must be at least 28 days after the Form 470 is certified.
- The District will review the Form 470 as data entered by ARCC. They will notify ARCC of any necessary changes and let them know when they approve the Form 470 prior to ARCC certifying the Form.

Administrative Window – Prior to when the Form 471 Window opens, USAC opens up the system for Districts to update their demographic information.

ARCC's Responsibility

- ARCC will update enrollment numbers and numbers of students available for free or reduced lunch using a report provided by MDE. If we are unable to obtain this report, Districts will be required to provide ARCC:
 - Total Enrollment on October 1st .
 - # of students eligible for free and/or reduced lunch by MARSS site (the sum of direct certification plus the traditional paper application process).
- ARCC will provide the District with a Form letter to correct addresses, and add instructional and non-instructional sites.
- ARCC will answer District questions related to the administrative window and if unable to answer, will submit a case to USAC for clarification.

District's Responsibility

- District will update addresses and phone numbers for the District in the USAC site. It will review the administrative contact and review permissions for anyone with access to their account.
- District will make sure that District employees have the rights to fill out Forms, reply to PIA requests and complete BEAR Forms (Form 472).
- The District will update banking and SAMS information.
- District will provide October 1 enrollment and counts of students eligible for free or reduced lunch if ARCC is unable to acquire this information from MDE.

Competitive Bidding - Vendor Selection – USAC has strict rules related to selecting vendors. Districts are not allowed to receive gifts or free services from vendors. Districts must select the most cost effective vendor. ARCC is not able to select a vendor for the district.

ARCC’s Responsibility

- ARCC will answer District questions regarding the competitive bidding process, and if unable to answer questions will submit a case to USAC.

District’s Responsibility

- District will select the most cost effective service provider/vendor following state and local laws and USAC rules no sooner than 28 days from when Form 470 was certified. Rules on selecting service providers can be found at the following links: <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>
<https://www.usac.org/e-rate/applicant-process/selecting-service-providers/>
- Links to bid evaluation rubrics can be found at this link: <https://www.usac.org/e-rate/applicant-process/selecting-service-providers/>
- District will provide ARCC an electronic copy of the contract, signed and dated by both the District and the vendor BEFORE the ARCC 471 deadline. In cases where there is not a formal contract, the District will provide ARCC a quote or email that is signed and dated by the District.

Form 471 – Form 471 is the form that Districts submit to inform USAC what services they selected, the vendor selected, their total enrollment, students eligible for free and/or reduced lunch and details of signed contracts.

ARCC’s Responsibility

- ARCC will provide Districts with the timeline for filing Form 471. The ARCC deadline to provide data entry services will be earlier than the USAC deadline in order to accommodate the number of Districts supported in the e-rate funding process and other ARCC responsibilities .
- ARCC will provide a checklist for the Districts at the time the ARCC deadline is published.
- ARCC will track the timeline for receipt of information to complete the Form 471 and contact the District at least two additional times during the Form 471 filing cycle to check on progress. If ARCC has not heard from the district, and the district has an expiring Category 1 request from the prior year, ARCC will contact District Administration.
- ARCC will provide data entry on the 471 Form and upload contracts and worksheets to the USAC website. ARCC will send the form the district to review prior to certification.
- ARCC will track Form 471 through the cycle and notify the District if additional information is necessary.
- ARCC will answer District questions related to Form 471 and if unable to answer, will submit a case to USAC for clarification.

District’s Responsibility

- Districts will provide ARCC the following information:
 - Number of bids or quotes received for each service/request.

- Electronic copy of contract. Contract details. Services, costs, date contract was signed, date contract expires.
- Vendors "Service Provider Identification Number".
- A list of services or supplies, breaking out components of equipment. Must include part numbers and functionality, cost per unit and quantity.
- District will review Form 471 and notify ARCC if changes need to be made, and notify ARCC when the form can be certified.

Program Integrity Assurance – PIA is the process through which USAC reviews E-Rate applications to ensure compliance with program rules. ARCC will assist the district if they are unable to answer any pia related questions or requests for clarification to USAC.

ARCC's Responsibility

- ARCC will assist Districts if they are unable to answer PIA questions.
- ARCC will remind District at least once about the deadline to answer PIA questions.

District's Responsibility

- The District is responsible for triaging PIA questions. If unable to answer ARCC can assist, however, it is the District's responsibility to review it and to meet the 15 day response deadline.

Funding Commitment Decision Letter-Form 486 – Notification of USAC funding decision.

ARCC's Responsibility

- ARCC will confirm the funding and let the District know that Form 486 is due and the deadline for completing Form 486.
- ARCC will monitor the deadline for completing Form 486 and contact the District at least once to remind the District of the deadline.

District's Responsibility

- The District will complete Form 486 to confirm compliance with the Children's Internet Protection Act and is ultimately responsible for meeting the filing deadline.
- The District will work with the service provider to determine if discounts will be done through a service provider invoice or through the BEAR, Form 472.

Form 472, BEAR – Collecting your discounts

ARCC's Responsibility

- After the fiscal year end, ARCC will run periodic downloads of payments being made to the District either through SPI or through completion of the BEAR Form. ARCC will contact the District at least two times during the BEAR/Form 472 timeline to verify collection of funding. If no progress is seen, ARCC will contact district administration.

District's Responsibility

- The District is responsible for initiating the SPI with the service provider or completing the BEAR/Form 472.
- If the District is unwilling or unable to complete the BEAR Form, and they provide copies of all bills related to the funding request, ARCC will complete the BEAR Form up to one week prior to the deadline. ARCC will charge \$150 per BEAR Form completed.

CATEGORY 2 BUDGET – USAC provides districts with a five year technology budget to be used for eligible equipment purchase.

ARCC’s Responsibility

- ARCC will update the Category 2 Five Year Budget worksheet after Form 471 requests have been made, and after any Form 500’s have been processed to return funding.
- ARCC will send this list out with Form 470 instructions.
- ARCC will assist districts in filing form 500 to return funds or change contract expiration date.

District’s Responsibility

- It is the district’s responsibility to use the budget. It is their responsibility to purchase the equipment and to seek reimbursement through the Service Provider Invoice or BEAR, Form 472.
- If the district failed to purchase the equipment, it is their responsibility to notify ARCC of the need to return funds.

DEADLINE REQUEST – Done when the district needs additional time to respond to a PIA request, or submitting a BEAR form. Districts are not able to request a deadline extension on Form 471.

District’s Responsibility

- It is the district’s responsibility to file a request for deadline extension.

OTHER

- If a deadline was missed, and ARCC has a record of notifying the District, the District is responsible for filing an appeal with USAC. ARCC will assist with the appeal process if the reason it is denied is due to an ARCC error.
- If the district misses an ARCC deadline, the district will be responsible for filing their own form(s).
- ARCC will do their best to answer questions, and if not able to, will contact USAC and submit a case to get a definitive answer.
- ARCC will only communicate with the District’s designated E-Rate Coordinator, Business Manager, or Superintendent. ARCC will not directly communicate with vendors concerning the District's E-Rate application.
- The District is responsible to keep all documentation, communication, email, Forms, contracts for ten years past the last date of service.
- Ultimately, filing for e-rate discounts is the District’s responsibility.

This Form must be signed before e-rate support can be provided.

Signature below confirms receipt and understanding of E-Rate support provided by ARCC, and the District's responsibility.

District's _____

ARCC Executive Director

Cindy Lee Olson

Signature

12/27/24

Date _____

**Expenditure Contracts Signed
November 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
Liberty Mutual Insurance	\$450.00*	Business Services (DU)	Builder's risk insurance for MWES gym wall repair
Tashyna Holmes	TBD	Transportation (DU)	Transportation reimbursement agreement for 2024-2025 school year (.38/mile)
Thomas Howes	\$1,000.00*	TLE (DR)	Staff development day presentation
Sha'rya Tangen	\$75.00*	Office of Education Equity (DR)	Comprehensive Achievement and Civic Readiness Meeting – Student Panel
Tatyanna Sanders	\$75.00*	Office of Education Equity (DR)	Comprehensive Achievement and Civic Readiness Meeting – Student Panel
Mikell Baker	\$75.00*	Office of Education Equity (DR)	Comprehensive Achievement and Civic Readiness Meeting – Student Panel
Marnaries Ferguson	\$75.00*	Office of Education Equity (DR)	Comprehensive Achievement and Civic Readiness Meeting – Student Panel
Jeremy Wilson	\$75.00*	Am. Indian Education (DR)	Provide culturally specific drumming and singing service, traditional games, activities, and cultural knowledge
Elizabeth Jaakola	\$1,500.00*	Am. Indian Education (DR)	Am. Indian Education programming
Jakob Wilson	\$50.00*	Am. Indian Education (DR)	Provide culturally specific drumming and singing service, traditional games, activities, and cultural knowledge

Jeffrey Boshey	\$50.00*	Am. Indian Education (DR)	Provide culturally specific drumming and singing service, traditional games, activities, and cultural knowledge
Gunnar Molstad	\$2,000.00*	Am. Indian Education (DU)	Am. Indian Education programming
Lakewood Little Lynx Preschool	\$4,200.00*	Special Services (DU)	Services provided for student with IEP
Lakewood Little Lynx Preschool	\$1,050.00*	Special Services (DU)	Services provided for student with IEP
Lakeside Presbyterian Nursery School	\$2,025.00*	Special Services (DU)	Services provided for student with IEP
3TIERed Mental Health LLC	\$3,000.00*	Early Childhood (DR)	Provide supervision needed for LGSW Maria Shermoen
Andrew Segal	\$2,000.00*	Denfeld HS (DU)	Drama tech support
Elizabeth Blazevic	\$1,000.00*	Denfeld HS (DU)	Drama choreography and assistant stage manager
Minden Anderson	\$750.00*	Denfeld HS (DU)	Drama choreography
Duluth Entertainment Convention Center	\$3,000.00*	East HS (DU)	Rental of facility for East High School Holiday Concert
University of Wisconsin Superior	\$265.86*	East HS (DU)	Rental of gym for basketball practice

Commercial Insurance Proposal

Prepared for:

Account Number: 68419016

ISD 709 DULUTH PUBLIC SCHOOLS

Presented by:

MARSH & MCLENNAN AGENCY LLC

Date of Proposal:

11/12/2024

Policy Period:

Effective Date: 11/06/2024

Expiration Date: 01/31/2025

Quote Numbers Included

Inland Marine:

68419016BMO1Q2

Underwriting Company:

The Ohio Casualty Insurance Company¹

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

¹ Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.

Commercial Insurance Proposal: Payment Plan Options

STANDARD DIRECT BILL OPTIONS:

Overview

We offer a broad range of standard Direct Bill payment plans to meet your needs and help you save time and money when paying your premiums. Self-service capabilities are available, 24/7, when you create an online direct bill account. You will have easy access to your claims information, policy documents, premium audit forms, risk control information and billing account, where you may enroll in automatic payments, make on-demand payments, sign up for paperless billing, view/print copies of your electronic notices, and more.

All billing plans may not be available to all customers based on state or account differences.

Automatic Payments may be enrolled in at any time. By agreeing to the paperless delivery of billing notices, you can enjoy the following benefits:

Save money:

- Save on installment fees by enrolling in EFT automatic payments. Savings vary by state.
- Avoid late fees with automatic payments processed at the same time, every month

Save time:

- Pay your premium all at once or in 12 equal installments
- Receive email notifications of automatic payment amounts for the scheduled payment dates
- Payments appear on your checking/card account statements for easy tracking

Simply have your agent enroll you at policy issuance or enroll anytime at mybusinessonline@libertymutual.com.

Automatic Payments using EFT (from checking account)

Annual	100% down
Monthly	1-2 months down, equal monthly installments

Automatic Payments using Credit/Debit Card (for accounts with total annual premium <\$25,000)

Annual	100% down
Monthly	1-2 months down, equal monthly installments

Non-Automatic Payment Plans

Annual	100% down, no service fee
Monthly	1-2 months down, equal monthly installments

We have outsourced our credit card processing to One Inc, a third-party payment processor, and they charge a 2.5% fee for the use of their digital payment platform. You understand that if you pay by check or ACH, Liberty Mutual will process your payment and no fee will be charged by OneInc.

Questions about payment options? Contact billing at 1-844-961-0334.

YOUR WAY PAY™ DIRECT BILL OPTION (Select lines of business only)¹:

Overview

Our pay-as-you-go option, powered by SmartPay™, allows you take control of your cash by providing you the ability to link your business activity to your premium payments. It is easy and convenient and offers these benefits for your pay-as-you-go business:

- Improved cash flow
- No down payment
- Real-time premium calculations based on actual data reported
- Automatic withdrawals of premium payments
- Reduction in audit exposure due to immediate premium calculations

Your Way Pay Plan

Report risk exposures as scheduled by policy type (e.g. for a WC policy, payroll is reported on payroll dates).

Payments

Withdrawal from your bank account is initiated automatically for the payment of premium

¹Not available for any risks in HI or Workers Compensation risks in ND, OH, WA, or WY.

AGENCY BILL OPTIONS:

Overview

We offer Agency Bill payment plans for specific-type policies or multi-line accounts where Direct Bill may not be the best option. Since the agent will bill and service these policies, there is no online account access or self-service capabilities available.

Agency Bill Payment Plans only (Required for Premium Finance policies; for accounts with total annual premium >\$25,000)

Annual	100% down
Quarterly	30% down, 3 equal installments at 90 day intervals
Monthly	30% down, 9 equal installments at monthly intervals
Monthly for TX auto policies only	12 equal monthly installments

Questions about payment options? Contact billing at 1-844-961-0334.

Commercial Insurance Proposal: Premium Recap

Inland Marine Coverage	
Builders Risk Premium - 1027 N 8th Ave E, Duluth, MN 55805	\$138.00
Total Inland Marine Risk Premium	\$446.00
Certified Acts of Terrorism Coverage ²	\$4.00
Total Inland Marine Premium	\$450.00
Minimum Earned Premium	\$450.00

In the event of cancellation by the Named Insured, the company shall retain no less than \$450.00 of the policy premium as the Minimum Earned Premium including Certified Acts of Terrorism coverage, plus any applicable taxes and surcharges.

Account acceptability and final premium are subject to underwriting review and approval.

Pro-Rata Cancellation subject to Minimum Earned Premium.

²NP 72 42 Terrorism Insurance Premium Disclosure and Opportunity to Reject:

This quote includes coverage for Certified Acts of Terrorism (as defined in the Terrorism Risk Insurance Act ("TRIA")) for the lines of business referenced above with a premium charge. You may elect to reject this coverage for any Commercial Property, General Liability, Inland Marine, Commercial Protector (BOP), or Umbrella for losses resulting from a "certified act of terrorism" according to the instructions included within this document. Should you elect to reject this coverage, we will process an endorsement to your policy upon receipt of the signed rejection form.

Note this disclosure notice and rejection option does not apply to Workers Compensation, Crime, Professional Liability or Commercial auto coverage, if included in this quote. Please refer to the enclosed notice for additional information regarding this act, its effect regarding your policy coverage, and its impact on your premium.

Additional Note: The Certified Acts of Terrorism Coverage does not apply for any Commercial Auto, burglary and theft (i.e. Commercial Crime), or professional liability coverages quoted and a premium charge has not been included for these lines of business.

Commercial Inland Marine Proposal

LOCATION NUMBER: 0001

ADDRESS: 1027 N 8th Ave E, Duluth, MN 55805

Commercial Lines Builders Risk Coverage	Limit of Insurance
Customer Name: ISD 709 DULUTH PUBLIC SCHOOLS	
Jobsite Location: 1027 N 8th Ave E, Duluth, MN 55805	
Construction Type: Fire Resistive	
Description of Project: "Removal and replacement of 30' of CMU and brick wall in gymnasium damaged by vehicle crash, along with related repairs."	
Number of Stories: 1	
Total Square Feet: 6,000	
Nature of Construction: Rehabilitation and Renovation	
Coverage Form: Rehabilitation - Renovation Form IM7054	
Total Limit	\$634,000
Existing Building Limit	
Renovation Limit	\$634,000
Deductible	\$10,000
Valuation – Existing Building	Actual Cash Value
Coinsurance	100%

The limits for the individual coverages listed below do not apply at each location, but apply on a per occurrence basis to all locations shown on this proposal unless otherwise stated.

Coverage Extensions	Limit of Insurance
Debris Removal	\$5,000
Limited Fungus Coverages Limit	\$15,000

Supplemental Coverage	Limit of Insurance
Pollutant Cleanup and Removal Limit	\$10,000
Storage Locations Coverage Limit	\$50,000
Vacant Building Limitation	Vacant Building
Coverage Limitation - Consecutive Days	60
Transit Coverage Limit	\$50,000
Ordinance or Law (Undamaged Parts of Bldg)	Coverage Excluded
Ordinance or Law (Increased Cost to Repair & Cost to Demolish/Clear Site)	Coverage Excluded
Trees, Shrub and Plant Coverage Limit	Coverage Excluded
Earthquake Coverage Limit	Coverage Excluded
Flood Coverage Limit	Coverage Excluded

Additional Coverage	Limit of Insurance
Permission to Occupy	Not Granted

This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:

CL01000399 - Common Policy Conditions
CL01420613 - Amendatory Endorsement - Minnesota
CL04640101 - Coinsurance Request
CL06000115 - Certified Terrorism Loss
CL07001006 - Virus or Bacteria Exclusion
CL08110918 - Cannabis Items and Activities Exclusion
CL16500606 - Cond Nuclear, Biological, and Chem Terrorism Excl
CM89650821 - Cyber Incident Exclusion
CNI90110718 - Reporting A Commercial Claim 24 Hours A Day
IL88531120 - Actual Cash Value
IM20470512 - Amendatory Endorsement Minnesota
IM20480404 - MN Amendatory Endorsement-(Builders' Risk Only)
IM70540507 - Builders' Risk Coverage - Rehab And Reno Form
NP72420220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
SNI04010624 - NP - Liberty Mutual Group Privacy Notice
SNI22010921 - NP - Minnesota Insurance Guaranty Association Law

STATE FRAUD NOTICES

The following must be provided to the applicant either by use of this proposal, by reproduction in a proposal by the Producer, or by use of a current ACORD application or its equivalent.

Applicable in CA

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)¹ presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)¹ presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. ¹Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)². ²Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)³. ³Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)⁴ include imprisonment, fines and denial of insurance benefits. ⁴Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced

to a minimum of two (2) years.

TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to

- (I) human life;
- (II) property; or
- (III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NP 72 42 02 20

Page 1 of 2

REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT. **Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Simone Zurich Simone Zurich 11.13.24

Named Insured
ISD 709 DULUTH PUBLIC SCHOOLS

Policy Number
BMO(25)68419016

Policy Effective/Expiration Date
11-06-2024/01-31-2025

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

NOTE: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.


If you have any questions regarding this notice, please contact your agent.

This proposal has been acknowledged and accepted by:

Agent signature

Date


Insured signature


Date

Guidelines for
TRANSPORTATION REIMBURSEMENT
2024-2025

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

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

(One round trip from home to school)

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Carpool mileage should not be submitted. For the 2024-2025 school year one family reimbursement is a maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 6, 2025.

BY _____
Tashyna Holmes Guardian

INDEPENDENT SCHOOL DISTRICT NO. 709

BY  _____
Director of Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of November, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 27, 2024 and shall remain in effect until November 27, 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.**

Mr. Howes will facilitate four (4) presentations for Staff Development Day on November 27, 2024. The topic will include: History of Indigenous People in the Northland. The presentations will be held at East High School and Ordean East Middle School. Mr. Howes will be available for questions and answers after each presentation.

This will include all preparing for the presentations, travel to and from East High School and Ordean East Middle School and any cost incurred for the presentation.

3. **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 \$ 1000 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: Ann Marie Schilling , 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) Thomas Howes, 11609 Perch Lake Drive, Duluth, Mn 55808.

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

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:

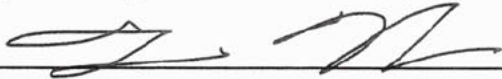
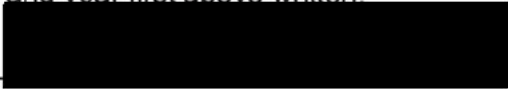
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

  11/7/24

Contractor Signature SSN/Tax ID Number Date
 11/8/24
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

 11/11/24
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of October , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and

Sha'rya Tangen, 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 November 7th, 2024 from 5:00-6:50pm, 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.** *Comprehensive Achievement and Civic Readiness Meeting - Student Panel. Students will attend and participate in the review of work happening within their school district. Students will also provide feedback from the student perspective.*

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 \$75.00 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)

111 Nth 57th Ave W Duluth, MN 55807.

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

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

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

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

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

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

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

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


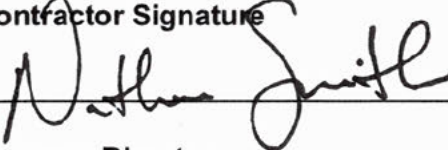
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


[REDACTED] 11/07/24
 Contractor Signature SSN/Tax ID Number Date
 11-11-24
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

 11/18/24
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of October , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and

Tatiana Sanders, 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 November 7th, 2024 from 5:00-6:50pm, 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.** *Comprehensive Achievement and Civic Readiness Meeting - Student Panel. Students will attend and participate in the review of work happening within their school district. Students will also provide feedback from the student perspective.*

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 \$75.00 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)

122 E Superior 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.

Tatfanna Sanders [REDACTED] 11/17/2026
 Contractor Signature [REDACTED] Date
 Nathan Smith 11-11-24 [REDACTED] 11/17/2026
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Emore Smith 11/18/24
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of October , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and

Michelle Baker, 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 November 7th, 2024 from 5:00-6:50pm, 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.** *Comprehensive Achievement and Civic Readiness Meeting - Student Panel. Students will attend and participate in the review of work happening within their school district. Students will also provide feedback from the student perspective.*

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 \$75.00 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)

WDS E 4th ST ^{APT B} Duluth MN 55805

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Michael Parker [REDACTED] 11/7/24

Contractor Signature **SSN/Tax ID Number** **Date**

Nathan Smith 11-71-24 11-71-24
Program Director **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Tommy Zucchi 11/18/24
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair **Date**

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of October , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and

Marwan's Ferguson, 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 November 7th, 2024 from 5:00-6:50pm, 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.** *Comprehensive Achievement and Civic Readiness Meeting - Student Panel. Students will attend and participate in the review of work happening within their school district. Students will also provide feedback from the student perspective.*

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 \$75.00 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)

10 S 16th Ave E Duluth MN 55812

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Marnie Ferguson [REDACTED] 11/7/2024

Contractor Signature Nathan Smith **SSN/Tax ID Number** 11-11-24 **Date** 11/7/2024

Program Director _____ **Date** _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Imane Zuni 11/18/24

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

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of October, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeremy Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **_October 30th, 2024_ and shall remain in effect until June 30, 2025**, 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)*

Provide culturally specific drumming and singing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently 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 **___\$ 75.00 hourly (Seventy-five dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: **Duluth American Indian Education** ,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) **Jeremy Wilson 111 Morley Parkway Duluth MN 55803.**

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.

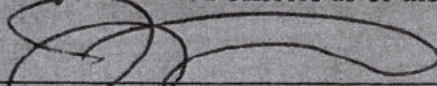
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

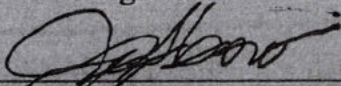
operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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 11-06-24


 Program Director _____ Date 11-8-2024

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

This contract is funded by either:

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

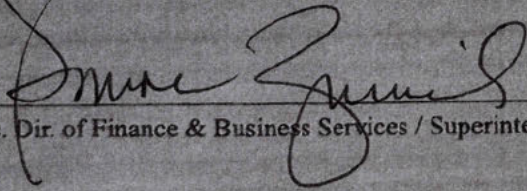
Please check the appropriate line below:

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

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

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11/11/24

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Elizabeth Jaakola, 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 11-04-2024 and shall remain in effect until 12-31-2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$95.00 hourly and \$1,500.00 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: Grey Black-American, Indian Education, 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) 1808 Big Lake Rd Cloquet, MN 55720.

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

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

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

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

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

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

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

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

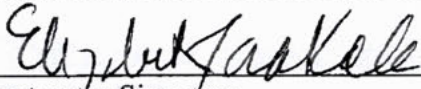
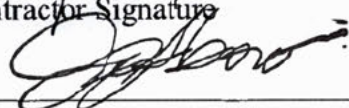
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 11-6-24

 Program Director _____ Date 11-6-24

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).

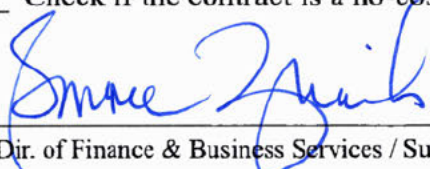
Please check the appropriate line below:

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11.13.24

Lyz Jaakola (Elizabeth Jaakola) from Fond du Lac Tribal and Community College is continuing her 4-day artist-in-residency at Denfeld this week. She will offer a presentation for educators tomorrow morning at 8:07 am in the Orchestra room. We'll finish up with enough time for folks to get to their 1st period classes.

Prof. Jaakola will discuss her work as a working musician and performing arts educator including strategies for designing culturally informed and engaging lessons plans to meet MN American Indian Education standards. The focus will be on music but there will be plenty of time for examples and discussion of other subject matter. She'll also discuss meaningful strategies for engaging Indigenous learners to achieve learning objectives.

Upon request, participants will be given a certificate of attendance from Duluth American Indian Education Department for their personnel file or licensure portfolio, etc.

She will also speak in music classes Thursday morning. Friday she will be with us for a full day of intensive workshops with interested/invited students. We hope to create a performance or video of an original or adapted work of Indigenous music. Ideally this is something we will be able to share with the student body and community members if things go to plan.

*Description of programming for contracted
service in November 2024.*

written by J.P. Pennquist & copied by

Grey B.

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of November 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Molly Hunter**, 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 **November 15th, 2024_ and shall remain in effect until June 30, 2025**, 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)*

Provide culturally specific dancing services, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$ 50.00 dollars (Fifty dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

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

Molly Hunter, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

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

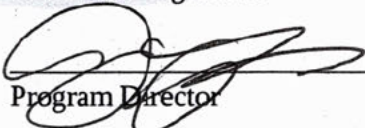
operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 _____ [REDACTED] 11-15-24
 Contractor Signature SSN/Tax ID Number Date

 _____ 11/15/24
 Program Director Date

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

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

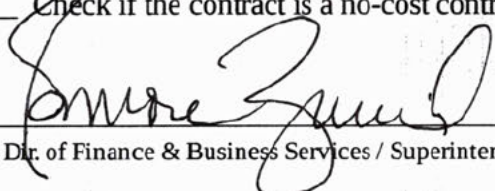
Please check the appropriate line below:

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

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

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

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

 _____ 12/2/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of November 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jakob Wilson**, 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 **_November 15th, 2024_ and shall remain in effect until June 30, 2025**, 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)*

Provide culturally specific drumming and singing, dancing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **_\$ 50.00 dollars (fifty dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

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

Jakob Wilson, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

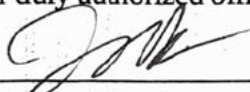


Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number  Date 11.15.2024

 Program Director _____ Date 11/15/24

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

This contract is funded by either:

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


Please check the appropriate line below:

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

01	E	005	605	520	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12/2/24

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of November 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeffrey Boshey**, 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 **_November 15th, 2024_ and shall remain in effect until June 30, 2025**, 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)*

Provide culturally specific drumming and singing, dancing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **_\$ 50.00 dollars (fifty dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

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

Jeffrey Boshey III, 1216 East 3rd St. Apt. 1, Duluth MN 55805.

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

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

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

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

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

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

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

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

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

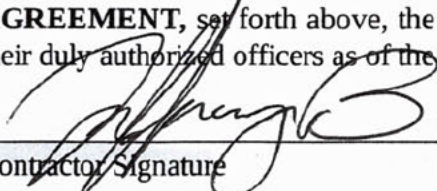
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from


operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 10/15


 Program Director _____ Date 11/15/24

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12/2/24

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Gannar Medstad, 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 9/10/2024 and shall remain in effect until 4/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 2000 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: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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.

Annna Motstad
 Contractor Signature

[Redacted]
 SSN/Tax ID Number

10/28/24
 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 CFO for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

<i>01</i>	<i>E</i>	<i>215</i>	<i>298</i>	<i>000</i>	<i>305</i>	<i>438</i>
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

Simone Znuich

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

11/7/24
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of October, 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 September 3, 2024 and shall remain in effect until June 4, 2025 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 full days following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 3, 2024 and shall not extend beyond June 4, 2025; the contract not to exceed a total of 103 Days (attending 3 full days per week. The District will pay 3 full days per week @ \$420 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is

precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$420.00 monthly and \$4,200.00 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.

Erica Burns

27-2595031

11/12/2024

Contractor Signature

SSN/Tax ID Number

Date

Jason Cane

11/5/24

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zurich

11.14.24

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of October, 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 September 3, 2024 and shall remain in effect until January 11, 2025 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 half days following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 3, 2024 and shall not extend beyond January 11, 2025; the contract not to exceed a total of 49 Days (attending 3 half days per week. The District will pay 3 half days per week @ \$210 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is

precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$210.00 monthly and \$1,050.00 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.

precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$210.00 monthly and \$1,050.00 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.

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- 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.

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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.

Ewaia Burns 27-2595031 11/12/2024

Contractor Signature SSN/Tax ID Number Date

Jason Crane 11/5/24

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zurich 11.14.24

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

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of November, 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 September 10, 2024 and shall remain in effect until May 22, 2025 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 1/2 days following the Preschool calendar from his private placement..

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

The approximate date the service will begin is September 10, 2024 and shall not extend beyond May 22, 2025; the contract not to exceed a total of 95 Days (attending 3 1/2 days per week. The District will pay 3 1/2 days per week @ \$225 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 Drive, 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 \$225.00 monthly and \$2,025 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 Presbyterian Nursery School at 4430 McCulloch 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

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2024 by and between Independent School District #709, a public corporation, hereinafter called District, and 3TIERed Mental Health LLC an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 13, 2024 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide supervision needed for LGSW Maria Shermoen.

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 of \$325 monthly and not to exceed \$3000 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: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3523 Pine Rd North Barnum, MN 55707.

11. **Assignment.** The 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.

Callie DeVriendt
Callie DeVriendt (Nov 14, 2024 13:15 CST)

99-2860671

Nov 14, 2024

Contractor Signature

SSN/Tax ID Number

Date



11.14.24
Date

Program Director

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	579	503	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


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

11/15/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and ANDREW SEGAL, 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 10/24/2024 and shall remain in effect until 04/20/2025, 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 \$ 25 hourly and \$ 2000 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: Keely Waechter, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
2830 WESTRIDGE ROAD, MINNETONKA, MN 55305

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.

Andrew Segal _____ 10/24/2024
 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 CFO for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Ermine Zunic _____ 11/7/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Elizabeth Christine Blazevic, 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 Sep. 10, 2024 and shall remain in effect until Oct. 30 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
407 97th Ave W Duluth, MN 55808

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

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.

Elizabeth Blzari _____ [Redacted] _____ 10-23-24
 Contractor Signature SSN/Tax ID Number Date
Keely Waechter _____ 10/23/24
 Program Director Date

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

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds
 _____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ermine Zunic _____ 11/17/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

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: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
4011 Regent Street. Duluth MN 55804

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Minden Anderson [REDACTED] 10-29-24
 Contractor Signature SSN/Tax ID Number Date
[Signature] 10-30-24
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Signature] 11.13.24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: East High School
(hereinafter referred to as the "Permittee")

Address: 301 North 40th Avenue East
Duluth, Minnesota, 55804

Telephone: 218-336-8845 ext. 4105

Contact Name: Jonathan Grimsby

For the Sole Purpose of: East High School Holiday Concert 2024

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 20, 2024 (Friday)

Paulucci Hall
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$3,000 (Three Thousand Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2024) or current rates
Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required thirty (30) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.

150 Harbor Drive / Duluth, MN 55802 2698 / 218-722-5573 / 218-722-4247 Fax

5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a smoke free building. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance *shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional Insured* and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued. State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.
11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.
12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non compliance with the ADA that are beyond the control of the Permittee.
16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating

firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 12th day of January, 2024

DULUTH ENTERTAINMENT CONVENTION CENTER

DFB
Dan Hartman (Jan 16, 2024 22:49 CST)

Dan Hartman, Executive Director
Duluth Entertainment Convention Center
(DECC)


Permittee Signature

Band Director - Duluth East
Permittee Title

1/12/24
Date

Rev 12-08

**UNIVERSITY OF WISCONSIN-SUPERIOR
FACILITY USE AGREEMENT**

In consideration of the fees and covenants herein expressed the Board of Regents for the University of Wisconsin on behalf of the University of Wisconsin-Superior, an agency of the State of Wisconsin, herein called the "permitter" does hereby give permission to:

Sponsoring Organization/Group: Duluth East High School Basketball

Contact Person for Events: Rhett McDonald/Head Coach

Address: 301 N 40th Ave E Duluth, MN 55804 Phone No: 218-336-8880 (2366) E-mail: simone.zunich@isd709.org Rhett.mcdonald@isd709.org

Herein after called the "permittee", to use University of Wisconsin-Superior facilities described below, between the following hours on the following: **Date of events: Friday, January 3rd, 2025** **5:00pm – 7:00pm**

For the purpose of: Basketball Practice

With the understanding that all use agreements are subject to the provisions of Wisconsin Administrative Code, Section UWS, and Chapter 21. This agreement is granted upon the following terms and conditions:

1. The permittee shall have the use of the Marcovich Wellness Center:
Mertz Gymnasium – Full use (3 courts) for basketball practices

Rate	
Full use gym @ \$120.00/hr	= \$ 240.00
5% Facility Fee	= \$ 12.00
5.5% WI tax	= \$ 13.86
Total	= \$ 265.86

2. The fees to be paid by the permittee to the permitter are in the amounts and on the basis and terms as follows:
Total Price - \$ 265.86 (as itemized above)There will be a \$100.00 per incident fee assessed for any excessive cleanup.****

- a) Permittee agrees to deposit with the Facility Coordinator of the Marcovich Wellness Center "Facility" at the time of signing this agreement the sum of \$ 0.00 in cash, certified check ~~or bank~~ cashier's check payable to "UW-Superior **Marcovich Wellness Center**" and also agrees that all payments due under this agreement shall be made: Before or at the time of such event or within thirty days of receipt of invoice from permitter. (initials SE)
Permittee agrees that full payment for facility use and additional costs not received by the above mentioned times and dates shall be subject to an interest charge not to exceed 18% annually. It is further agreed that if permittee fails to hold such event or events at the agreed time or times, said permittee shall pay to the permitter the sum of \$ 126.00 as liquidated damages, and that permitter may retain the deposit made hereinabove to apply on said liquidated damages. It is further agreed and understood that the permitter shall have first lien on box-office receipts to cover use fees, incidental expenses and liquidated damages under the terms and conditions of this agreement.
- b) Permittee agrees to pay all use fees described in section 1 above due under this contract in cash, certified check, bank cashier's check or by credit card. At the time of making said payment permittee agrees to submit to the Facility Coordinator an itemized and detailed account of the ticket sales and other pertinent information requested by said Facility Coordinator. Permittee agrees to keep adequate financial records acceptable to the Facility Coordinator, together with a list of the first and last ticket numbers sold and agrees to allow a representative of the Permitter to examine said records at any time. Permittee further agrees that the Facility Coordinator may have a representative in the box office.
- c) Permittee shall give permitter at least **14 days prior written notification of any/all cancellations of event(s) hereunder.** Failure to give such notice will result in permittee paying permitter full payment for the specific cancelled event as scheduled dates/times contracted and stated above.
- d) **A complete Tax Exempt document confirming exempt status must be provided to the Facility Coordinator if permittee is Tax Exempt in Wisconsin, otherwise permittee's fees hereunder will be taxed. A Certificate of Liability Insurance is also needed and will name permitter as an additional insured. Please provide both of these documents at least 5 days prior to each event scheduled hereunder. All participants will be required to sign a waiver for the climbing wall.**

3. Requirements for **criminal background checks are mandatory** for any users who rent facilities from the institution noted in the contract (UW-Superior). Any organization wishing to rent or utilize the institution facilities (indoor and outdoor) must warrant that all employees, staff, or volunteers of their organization have passed a criminal background check to perform their duties as it relates to this contract and working with minors (children 17 years of age and younger). The background check must verify that all employees, staff, or volunteers (paid or unpaid) have no current or pending criminal charges or convictions that render the worker unsuitable for regular contact with children.

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4. Permittee shall not televise or broadcast permittee's event without the Facility Coordinator's express prior approval, and if permittee desires to televise or broadcast its event, permittee agrees to pay the permitter an additional fee of n/a for such privilege, and in addition thereto, to pay all costs in connection with the televising or broadcasting of such event.
5. Time shall be of the essence in this agreement and the time herein granted shall not be extended for the occupancy or use of the Facility or for the installation or removal of equipment without the permission of the Facility Coordinator, and all additional time shall be paid for according to the schedule of fees fixed by the Facility Coordinator, if such permission is granted.
6. Permittee agrees that no advertising or other matter shall be placed or posted in or about said described facilities or announced or publicized over any loud speaker system therein without first having obtained the prior written permission of the Facility Coordinator.
7. Permittee agrees to comply with all laws, ordinances and rules applicable to the use of the Facility and to pay all taxes imposed by law in connection with its use and occupancy thereof. Permittee further agrees to abide by and enforce all specified guidelines and regulations governing the Facility and other permitter-owned or controlled properties, including but not limited to grounds and buildings. Smoking is prohibited in the Facility and all other of permitter's buildings including immediately outside of doorways.
8. Permittee agrees that it shall not stage any act or performance in or near the Facility which fire or flame is involved without first seeking written permission from the permitter and City of Superior Fire Department.
9. Permittee agrees that it will not use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cotton, corn stalks, leaves, evergreen boughs, shaves of grain, streamers, straw, paper, vines, moss, coniferous foliage of any similar flammable or combustible materials in or about the Facility.
10. Permittee shall not mar or in any way deface Facility and shall not cause or permit anything to be done whereby Facility is or could reasonable be in any manner marred, or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.
11. Erection of special platforms, water tanks, scaffolding, rigging or other apparatus is the sole responsibility of the permittee, but in order to insure safety to the performers, users and the public, shall be installed according to the specifications as determined by the City of Superior Building Inspector and the Facility Coordinator.
12. Permittee agrees that it will not use permitter's equipment, tools, or furnishings, located in or about the Facility, without first applying for and receiving the express approval of the Facility Coordinator.
13. **Permittee understands and agrees that alcoholic beverages will not be brought into the facility and/or consumed on the premises in accordance with Wisconsin State Statutes, Chapter 18. <https://docs.legis.wisconsin.gov/statutes/statutes/18>**
14. Permittee understands and agrees that during the term of this agreement other events may be held in other parts of the Facility or permitter owned or controlled properties and permittee shall so conduct its activities so as not to unreasonably interfere with such other events.

The permittee does hereby agree to hold harmless and indemnify the State of Wisconsin, the Board of Regents of the University of Wisconsin System, and the University of Wisconsin-Superior, their officers, agents, trustees, directors, volunteer workers, assigns, students, and employees, from any and all liability against claims, loss, damages, costs, or expenses, including but not limited to attorney's fees, which are sustained, or incurred, or arising out of the actions in the use of the Facility or permitter owned or controlled properties by the permittee, and for the acts or omissions of directors, officers, employees, contractors or subcontractors, volunteers, participants, guests or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement. Permittee further agrees to and hereby does waive any claim that, except for this waiver, it might otherwise have on account of the inability of permitter for any cause to furnish to permittee the use of the facilities herein described. Permittee further agrees to reimburse the permitter for any damage done to permitter's premises or equipment caused by or arising out of the use and occupancy of permitter's premises by permittee. The agreement in this paragraph 14 contained is one of the considerations upon which this use of facilities is granted.

15. **The Third Party will assume full legal and financial responsibility for any and all damages to Institution buildings, facilities and/or equipment used while conducting this program and will be responsible for removal of all personal materials prior to leaving the building or facility at the completion of each program/event. Charges will be assessed to the undersigned for restoration and property removal if applicable. The use of confetti and/or affixing tape to any painted surface is prohibited.**
 16. Permittee shall not assign or transfer this agreement or sublet any portion thereof without the written consent of the permitter. Each party is an independent contractor and not the agent or employee of the other party and is not and shall not be entitled to benefits afforded to the other party's employees, including but not limited to unemployment and worker's compensation.
 17. Both parties agree that this writing constitutes the entire and final agreement between the parties on the subject matter herein.
- 1225 This agreement may be cancelled in whole by the permitter no less than **10 days** prior to the event without penalty. The permitter reserves the right to cancel any event at the will of the Chancellor as it pertains to the mission of the permitter or for any other compelling, lawful reason. 155

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19. The Third Party will comply with the Institution's Codes of Ethics as they apply to specific campus employees, including [Wis. Stat. § 19.41 et seq.](#)¹ for Public Officials, [Wis. Admin. Code ch. UWS 8](#)² for Limited Appointees, Faculty, and Academic Staff, and [Regent Policy Document \(RPD\) 20-22](#)³ for University Staff. The Third Party will not offer any officers, employees, or agents any prohibited benefits due to their position at the Institution.
20. If the Youth Program is a camp regulated by the Department of Agriculture, Trade, or Consumer Protection (DATCP) under [Wis. Admin. Code ch. ATP 78](#),⁴ the Third Party will comply with the license from DATCP.
21. The Third Party and its officers, employees, and agents will comply with any and all relevant laws, rules, or Institution Policies, including any campus policy required by Youth Protection and Compliance ([System Administrative Policy \(SYS\) 625](#))⁵ as specified in that policy and described below, using the definitions provided in that policy.
22. The Third Party will grant the Institution, its employees, agents, and representatives the authority to act in any attempt to safeguard and preserve the health and safety of participants during the use of these facilities including authorizing medical treatment on behalf of participants at the participants expense and of returning the participant to their home.
23. The Third Party waives any claim for damages or compensation resulting from fire, casualty or other circumstances rendering the fulfillment of this agreement impractical or impossible, and understands that the Institution shall not be liable for any resulting loss whatsoever.
24. The third party shall advertise their program as "xxx Camp at UW-Superior" rather than "UW-Superior xxx Camp" so as to mitigate the perception of institutional sponsorship.
25. The Third Party is responsible for completing criminal background checks of all authorized adults, in alignment with [Regent Policy Document 20-19](#), Institution of Wisconsin Criminal Background Check Policy,⁶ prior to the commencement of the covered activities.
26. The Third Party will meet the minimum requirements outlined below for any covered activity as defined by the Youth Protection and Compliance Policy [SYS 625](#).
27. **Training.** Authorized adults for third party covered activities shall be trained on the same reporting obligations assigned to UW System employees under Wisconsin Executive Order #54 and in relation to sexual harassment/ sexual violence. Third Parties must train all authorized adults on the content in this section, at minimum, prior to interaction with youth participants in covered activities. Third Parties must also train designated individuals on institutional youth protection best practices, at minimum, prior to interaction with youth participants in covered activities.
28. **Additional Training.** Third Parties may require additional training based on the individual's role or level of risk associated with the covered activity (e.g., duration of program, type of activities) and applicable legal requirements.
29. **Prohibited Behaviors** Third Parties must prohibit behaviors that include, but are not limited to, the following:
 1. Conduct that violates the law (e.g., child abuse, child sexual abuse, protected class discrimination, emotional abuse, hazing, indecent exposure, child pornography, neglect, physical abuse, sexual abuse, and sexual harassment);
 2. Actions that are found to constitute bullying or grooming;
 3. Infringement on privacy of youth participants in situations where they are changing clothes or taking showers except in situations where health and safety require;
 4. Adults showering, bathing, or undressing with or in the presence of youth participants;
 5. Photographing or recording in shower houses, restrooms, or other areas where privacy is expected by participants; and
 6. Use of alcohol when engaged in covered activities.
30. **Supervision Ratios.** Third Parties must require that supervision ratios in covered activities meet the minimum standards set through ATP 78, with the exception of classroom settings, which allow for a 1:18 Adult to Youth Participant ratio. A minimum of two adults is required for all field trips. Third parties must also include documentation of overnight supervision plans for residential programs.

¹ Available at: <https://docs.legis.wisconsin.gov/statutes/statutes/19/III/41>.

² Available at: https://docs.legis.wisconsin.gov/code/admin_code/uws/8.

³ Available at: <https://www.wisconsin.edu/regents/policies/code-of-ethics/>.

⁴ Available at: https://docs.legis.wisconsin.gov/code/admin_code/atcp/055/78.

⁵ Available at: <https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/youth-protection-and-compliance-2/>.

⁶ 226 Available at: <https://www.wisconsin.edu/regents/policies/university-of-wisconsin-system-criminal-background-check-policy/>.

31. **One-on-One Interactions.** Third Parties must prohibit one-on-one interactions between adults and youth participants, unless the adult is in a setting where one-on-one instruction occurs. In such settings, activities must be observable and interruptible. Exceptions can also be made where a familial relationship exists and in emergency situations.
32. **Overnight Covered Activities.** Third Parties with overnight covered activities must designate staff (paid or unpaid) for the supervision of youth participants overnight and include the following requirements:
 - a. Third party staff must not enter the youth participant's room, bathroom facility, or similar area without another staff except in emergency situations.
 - b. Third party must procure adequate sleeping space so that staff (paid or unpaid) are not sharing sleeping quarters with youth participants during overnight covered activities.
33. **NCAA and Other Governing Authorities.** Third Parties shall comply with youth protection requirements set by the NCAA, any other relevant governing bodies for recruiting activities, and any institutional policies established for the purpose of complying with these requirements.
34. **Emergency Preparedness.** Third Parties must document minimum emergency preparedness protocols based on the covered activity's level of risk and as advised by the institution's risk management authority or other relevant institution stakeholders.
35. **Insurance.** Third Parties must have insurance or other appropriate liability coverage as applicable and approved by the institution's risk management authority, recommended coverage limits include:
 - *Certificate of insurance is required to be presented to verify General Liability and Sexual Abuse/Molestation Liability coverage.*
 - *Workers' Compensation.* The Third Party must carry workers compensation insurance for the third party's employees that meets Wisconsin statutory requirements. <https://dwd.wisconsin.gov/dwd/publications/wc/wkc-7580.htm>
 - *Commercial Comprehensive General Liability.* The Third Party must carry commercial comprehensive general liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million, and includes the following:
Sexual Abuse/Molestation Liability. The Third Party must carry sexual abuse and/or molestation liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million. <https://ucamps.rpsins.com/policy-limits-and-coverage/>

Policy must not contain any exclusion for abuse from sexual, emotional or physical actions and/or misconduct. If such exclusions are included, separate coverage must be purchased and evidenced.
 - *Automobile Liability.* The Third Party must carry automobile liability insurance coverage with a combined single limit of no less than \$1 million when automobiles are used to transport youth or perform other third-party operations while on campus.
 - *Damage to Rented Premises.* The Third Party must carry damages to rented premises insurance coverage of no less than \$100,00.
 - *Medical Payments.* Third Party is required to carry medical payments coverage of non-participants. Limits must be no less than \$5,000.
 - *Occurrence basis.* The policy must be written on an occurrence basis, or if claims-made coverage is provided, coverage must be maintained for a minimum of five (5) years after the termination the program.
 - Policy must cover all activities to be performed by the external party, including athletic/physical activities.
 - Policy must not contain any exclusion for intentional acts.
 - Shall be provided by a carrier with a minimum A.M. Best rating of A-.
 - All insurance required Workers Compensation, shall contain a waiver of subrogation in favor of "Board of Regents of the Institution of Wisconsin System, its officers, employees, and agents."
 - Insurance shall be primary and noncontributory.
 - Board of Regents of the Institution of Wisconsin System shall be named as additional insured.
36. **Monitoring and Reporting.** Third Parties must require all covered activities youth serving staff (paid or unpaid) to monitor and report according to applicable law. Reporting must include, but is not limited to requiring all adults covered under this policy to report:
 - Any suspected physical abuse, neglect, or sexual abuse of a minor in alignment with Wisconsin Executive Order #54;
 - Sexual harassment or sexual violence as defined by the institution's Title IX policy;
 - Incidents resulting in serious harm requiring professional medical attention; and
 - Incidents of illegal or unauthorized drug use.
 - Third Parties shall report incidents involving sexual abuse, sexual harassment, sexual violence and serious harm requiring professional medical attention to the institution in accordance with the institution's escalation plan.
37. **Registration.** Third Parties taking custodial care must have a registration process for covered activities. For covered activities the following registration information, at a minimum, must be collected:
 - Date(s)/time(s) of covered activity
 - Primary contact for covered activity
 - Staff (Paid or unpaid): Names, contact information, screening, training
 - Participant registration information collected must include:

- o Name
- o Contact information, including emergency contact information

38. **Non-Custodial Care Registration.** For Third-Party covered activities in which custodial care is not taken the following registration process as minimum must collect the following:
- Date(s)/time(s) of covered activity
 - Primary contact for covered activity
39. **Audit.** All requirements for covered activities are subject to audits and or request(s) and may occur at any time within seven years.
40. Violations of this agreement and/or associated policies, protocols, or procedures by the Third Party may subject the Third Party to program termination, and its employees, officers, and agents to removal from the authorization to work with minors, in accordance with institutional policies and procedures.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective authorized signatories on the same day and date below written.

DATED THIS 11/12/2024 | 2:02 PM CST day of _____, 20____

For the Board of Regents for the University of Wisconsin on behalf of University of Wisconsin Superior:

For the Permittee:

By *Krisi Patterson* DocuSigned by: 11/12/2024 | 2:04 PM CST
~~Krisi Patterson~~ Director, Campus Recreation

By *Simone Zunich* Signed by:
~~Simone Zunich~~ 709

Date last revised: February 22, 2024 - Vice Chancellor Admin & Finance

**No Cost Contracts Signed
November 2024**

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

Name	Contract Source	Description
Northwood Technical College	Special Services	Student teaching opportunity for Occupational Therapy Assistant
Jostens	East HS	Yearbook agreement 2026-2028
Jostens	Denfeld HS	Yearbook agreement 2026-2028

NORTHWOOD TECHNICAL COLLEGE

MASTER AFFILIATION TRAINING AGREEMENT

This Master Affiliation Training Agreement ("Agreement") is made between:

- A. NORTHWOOD TECHNICAL COLLEGE, Rice Lake, Wisconsin (including all Northwood Technical College campuses), hereafter called Northwood Tech, is accredited by the Higher Learning Commission (<https://www.hlcommission.org/>) and operates under the direction of the Northwood Tech Board of Trustees. Northwood Tech offers a variety of associate degrees, technical diplomas, short-term certificate programs, continuing education courses, and customized business training, as authorized by the Wisconsin Technical College System Board.

Northwood Tech is an equal opportunity employer/educator functioning under the affirmative action plan and does not discriminate on the basis of race, color, national origin, sex, disability, or any other legislated categories in its services, employment programs, and/or its educational programs and activities. This includes but is not limited to admissions, treatment and access.

- B. Duluth Public Schools (ISD 709) of Duluth, MN, and its subsidiaries, hereafter called TRAINING AGENCY:

WHEREAS many students engaged in a course of study provided by Northwood Tech would benefit from an opportunity to apply theoretical learnings in the educational setting of a TRAINING AGENCY, and WHEREAS the TRAINING AGENCY recognizes the importance of its contribution to such a training program and desires to assist as provided in this Agreement,

NOW, THEREFORE, the parties named above agree as follows:

1. Northwood Tech and the TRAINING AGENCY shall cooperate to provide Northwood Tech students with training in all programs listed on the signature page and associated with Exhibit A attached to this Master Affiliation Agreement. Each basic program to be provided is explained in Exhibit A and incorporated herein.
2. Northwood Tech shall:
 - (a) Offer an educational program in accordance with guidelines established by the Board of the Wisconsin Technical College System and other state regulatory bodies.
 - (b) Assign the necessary faculty members who are both qualified and competent teacher-practitioners and hold the appropriate credentials and/or licensure.
 - (c) Assure that the faculty will assume the planning and supervision of all training programs in the facilities provided by the TRAINING AGENCY and in so doing, will work cooperatively with the employees and staff of the TRAINING AGENCY.
 - (d) Provide an orientation period during which the faculty can become familiar with the TRAINING AGENCY'S policies, practices and facilities before beginning educational instruction.

- (e) Review the curriculum and learning experience schedule with a coordinator representing the TRAINING AGENCY prior to the beginning of each instructional term and revise schedule in instances where conflicts with the TRAINING AGENCY'S responsibilities exist.
- (f) Assure that the faculty and students will observe the policies and regulations of both Northwood Tech and the TRAINING AGENCY as they apply to the circumstances of the training program.
- (g) Confer with the employees and officers of the TRAINING AGENCY designated by Northwood Tech for the purpose of interpreting, discussing and evaluating the educational program as needed.
- (h) Provide students assigned to the TRAINING AGENCY basic instruction as described in Northwood Tech course outlines.
- (i) Permit faculty reasonable opportunity to serve as a resource person to agency staff in matters contributing to quality care.
- (j) Inform the students who are participating in the educational experience program that they must, at no cost to either Northwood Tech or TRAINING AGENCY, carry their own comprehensive health and medical insurance or student accident insurance. Northwood Tech will ensure health insurance coverage for the faculty.
- (k) Northwood Tech will ensure that each Nursing Assistant student provide proof of a 2-step mantoux, with the most recent reading within 90 days of the start of the Nursing Assistant program. All other program students will be required to have a health exam and provide current immunization records. Northwood Tech will provide summary of health information to the TRAINING AGENCY prior to the start of the training program. Student health records may, at the request of the TRAINING AGENCY, be provided to the TRAINING AGENCY by Northwood Tech.
- (l) Northwood Tech will ensure the completion of a Wisconsin Caregiver Background Check, and/or out-of-state Caregiver Background Check, and/or National Criminal Background Check (as mandated by the Office of Inspector General, state law or the TRAINING AGENCY), on each student and faculty member participating in the educational experience program prior to the educational experience at the TRAINING AGENCY. Caregiver and Criminal Background Check results will be kept on file at Northwood Tech. Copies will be made available to any training agency upon request.
- (m) Provide the TRAINING AGENCY with a list of the students assigned to the TRAINING AGENCY for the training program. The list is prepared by the faculty and assures that students meet both the standards of health of Northwood Tech and the TRAINING AGENCY, are free of criminal convictions, and have the ability to profit from the program.
- (n) Understand and agree that the TRAINING AGENCY may immediately dismiss any student from the training program if, in the TRAINING AGENCY'S sole determination, the student's conduct is detrimental to the TRAINING AGENCY, its patients, visitors, employees or agents.
- (o) Maintain professional liability insurance for each student in per occurrence and annual aggregate amounts. Northwood Tech shall provide the TRAINING AGENCY with a certificate of insurance as proof of such insurance coverage, and shall immediately notify the Agency in writing upon the cancellation, suspension, termination or modification of such insurance.

3. The TRAINING AGENCY shall:

- (a) Permit the faculty and students of Northwood Tech to use its facilities for the training program as provided in Exhibit "A" and the curriculum plan developed by NORTHWOOD TECH . This plan shall be mutually satisfactory to both parties in order to meet the educational goals of Northwood Tech and the standards of the TRAINING AGENCY.
- (b) Encourage regular communication between Northwood Tech and TRAINING AGENCY personnel to develop, implement and evaluate the educational experiences. Communication topics include, but are not limited to:
 - i. Communication to familiarize TRAINING AGENCY personnel with the educational experience program's philosophy, goals, and curriculum.
 - ii. Communication to familiarize Northwood Tech faculty with the TRAINING AGENCY's philosophy, policy, and program expectations.
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the educational experience program informed of changes in philosophy, policies, procedures and any new programs which are contemplated.
 - iv. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate).
 - v. Communication to identify areas of mutual need or concern.
 - vi. Communication to seek solutions to any problems which may arise in the educational experience program.
 - vii. Communication to facilitate evaluation procedures and quality initiatives which may be required for approval or accreditation purposes or which might improve patient care or Northwood Tech's program curriculum.
- (c) Maintain standards which make it eligible to serve as an educational facility for instruction. The TRAINING AGENCY will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting/approval body. The TRAINING AGENCY will provide Northwood Tech with a copy of its policies and regulations which relate to the educational experience program.
- (d) Retain responsibility for patient care and related duties when Northwood Tech students are providing care within a patient care unit. Assure that a qualified supervisor, employed by the TRAINING AGENCY, who shall supervise for the work situations to which students are assigned, be present during the hours students are engaged in the training program at the TRAINING AGENCY.
- (e) Make available for educational purposes a room where students may receive instruction from the faculty. When available, physical space such as offices, conference rooms and classrooms of the TRAINING AGENCY may be used by Northwood Tech faculty and students who are participating in the educational experience program.

- (f) Make available areas for demonstration of TRAINING AGENCY equipment as appropriate.
- (g) Permit the educational use of available library resources, agency supplies and equipment as appropriate and according to the TRAINING AGENCY policies and procedures.
- (h) Provide the student and faculty with access to the dining area and locker or storage areas for personal belongings.
- (i) Permit agency staff to participate in student education at the request of the instructor where that phase of teaching can be done more effectively by agency personnel. Such participation shall be voluntary and shall not interfere with assigned duties.
- (j) Provide emergency health care to the faculty and students at its facility during regular business hours while the students are participating in the training program. The students shall be solely responsible for obtaining and maintaining health insurance to cover such emergency care provided under this Agreement. Northwood Tech shall be solely responsible for ensuring health insurance coverage for the faculty.
- (k) Any Northwood Tech faculty member or student who is injured or becomes ill while at the TRAINING AGENCY shall immediately report the injury or illness to the TRAINING AGENCY and receive treatment (if available) at the TRAINING AGENCY as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the responsibility of Northwood Tech faculty member or student who receives the treatment and not the responsibility of the TRAINING AGENCY or Northwood Tech.
- (l) The TRAINING AGENCY shall follow, for Northwood Tech faculty and students exposed to an infectious disease at the TRAINING AGENCY during the educational experience program, the same policies and procedures which the TRAINING AGENCY follows for its employees. Northwood Tech faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the educational experience program must report the fact to Northwood Tech and to the TRAINING AGENCY. Before returning to the TRAINING AGENCY, such a Northwood Tech faculty member or student must submit proof of recovery to Northwood Tech or TRAINING AGENCY, if requested.
- (m) The TRAINING AGENCY assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of Northwood Tech faculty and students who are participating in the educational experience program. The TRAINING AGENCY will permit Northwood Tech faculty to use TRAINING AGENCY parking spaces under the same policies governing TRAINING AGENCY personnel.
- (n) The TRAINING AGENCY recognizes that it is the policy of Northwood Tech to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The TRAINING AGENCY agrees to adhere to this policy in implementing this Agreement.
- (o) Provide Northwood Tech reasonable access to the TRAINING AGENCY'S premises, upon dates and times mutual agreeable to the parties, so that Northwood Tech can

inspect the premises to determine the TRAINING AGENCY'S compliance with this Agreement.

4. TRAINING AGENCY privileges shall be to:
 - (a) Refuse access to educational area if school personnel do not meet its employee standards for safety, health, or ethical behavior.
 - (b) Relieve the instructor and/or student of the assignment if the standard of performance falls short of that standard established by the TRAINING AGENCY.
 - (c) Resolve any problem situation in favor of the patient's welfare until the incident can be resolved by the staff in charge and the instructor.
5. The students shall have the status of learners and shall not replace employees of the TRAINING AGENCY. Students shall receive no compensation for services rendered incidental to their participation in the training program.
6. Students shall be subject to the authority, policies, and regulations of Northwood Tech and subject to the applicable standards and policies set by the TRAINING AGENCY for its own employees.
7. Northwood Tech will at all times insure its instructors for worker's compensation.
8. The official representative of Northwood Tech shall be the Vice President, Administrative Services/Chief Financial Officer. The official representative of the TRAINING AGENCY shall be the Agency Administrator. That individual who will represent either party at the level of implementation will be the program Dean of Northwood Tech and the designee of the TRAINING AGENCY.

C. RESPECTIVE LEGAL RESPONSIBILITY

1. Northwood Tech agrees to indemnify, hold harmless and defend the TRAINING AGENCY, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the TRAINING AGENCY as a result of negligence of Northwood Tech, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. The TRAINING AGENCY is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
2. TRAINING AGENCY agrees to indemnify, hold harmless and defend Northwood Tech, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the Northwood Tech as a result of negligence of TRAINING AGENCY, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. Northwood Tech is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
3. The TRAINING AGENCY shall maintain, at no cost to Northwood Tech, general and professional liability insurance covering the TRAINING AGENCY as an entity and each of its employees and agents, in the minimum amount of one million dollars (\$1,000,000) per occurrence. TRAINING AGENCY agrees to list Northwood Tech as an additional insured on all

policies required to be maintained under this Section C.3. and to promptly provide Northwood Tech with evidence of such insurance upon request.

4. Neither party shall assign its rights or delegate its duties under this Agreement without the prior consent of the other party. Any attempt by either party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party shall be void.
5. This Agreement and the performance hereof, shall be governed and construed in accordance with the laws of the State of Wisconsin, and/or other states as applicable.
6. The invalidity or unenforceability of any provision of this Agreement or the application thereof to any person or circumstances shall not affect or impair the validity or enforceability of any other provision hereof. Any provision of this Agreement that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability, and such provision, as so amended shall remain in full force and effect.
7. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon actual delivery of five (5) business days subsequent to mailing, by registered or certified mail, return receipt requested, postage prepaid, or with receipt of hand delivery, addressed to the following:

If To The TRAINING AGENCY
Duluth Public Schools (ISD 709)
709 Portia Johnson Dr.
Duluth, MN 55811
Attn: Brett Mensing

If To Northwood Tech
Northwood Technical College
1900 College Dr
Rice Lake WI 54868
ATTN: Sara Nick

8. Any dispute under this Agreement shall be submitted to binding arbitration under the then prevailing rules of the American Arbitration Association. Judgment upon any award made in such arbitration may be entered in any court of competent jurisdiction.
9. Nothing contained in this Agreement shall create a relationship of employer-employee, principal-agent, partnership, or joint venturer between the parties and, therefore, the students are not entitled to any benefits or compensation from the TRAINING AGENCY which may be due employees of the TRAINING AGENCY. The TRAINING AGENCY shall receive no remuneration for any services provided by the students under the Program governed by this Agreement. At no time shall the students act as an employee, agent, partner, or joint venturer of the TRAINING AGENCY for any purpose whatsoever. The students shall have neither the authority to bind the TRAINING AGENCY to any contract or agreement, nor to make any commitments of any kind for or on behalf of the TRAINING AGENCY.
10. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
11. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall control.
12. Northwood Tech and the TRAINING AGENCY shall each bear their own costs associated with this Agreement and no payment is required by either Northwood Tech or the TRAINING AGENCY to the other party.

13. The TRAINING AGENCY agrees that in fulfilling the duties of this Agreement, the TRAINING AGENCY is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and any regulations promulgated pursuant to the Act. Northwood Tech IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

14. Northwood Tech and the TRAINING AGENCY acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than Northwood Tech. Northwood Tech agrees to provide the TRAINING AGENCY with guidance with respect to compliance with FERPA. Further, the parties shall keep confidential records, regardless of format, received pursuant to this Agreement private and shall only use such records for the purposes outlined in this Agreement.

15. The parties shall comply with all applicable state and federal laws relating to patient and medical record privacy including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as issued and amended by the Secretary (all the foregoing, collectively "HIPAA"). Northwood Tech provides its students with curriculum-based HIPAA training and TRAINING AGENCY shall, in accordance with its HIPAA compliance program, include the students in its HIPAA training program.

D. TERMINATION AND AMENDMENTS

1. The term of this Agreement shall commence on November 22, 2024 and shall continue in full force and effect for a period of one year thereafter, with automatic one-year renewals. This Agreement may be modified or terminated by either party upon sixty (60) days prior written notice to the other, provided however, that no such modification or termination shall be effective for training of any student who has previously commenced the course in progress.
2. Any changes to this Agreement shall be by mutual consent of both parties, shall be in writing, and shall be attached to this Agreement as an addendum.

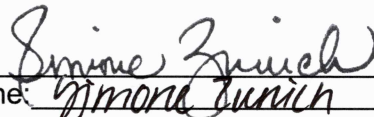
NORTHWOOD TECHNICAL
COLLEGE

TRAINING AGENCY:

Duluth Public Schools (ISD 709)
(Agency Name)



by: _____
(Sara Nick, VP, Business Services/CFO)



by: _____
print name: Simone Zunic

Exhibit A
PROGRAM(S)

List all programs

Occupational Therapy Assistant

096596-0014\14536280.1

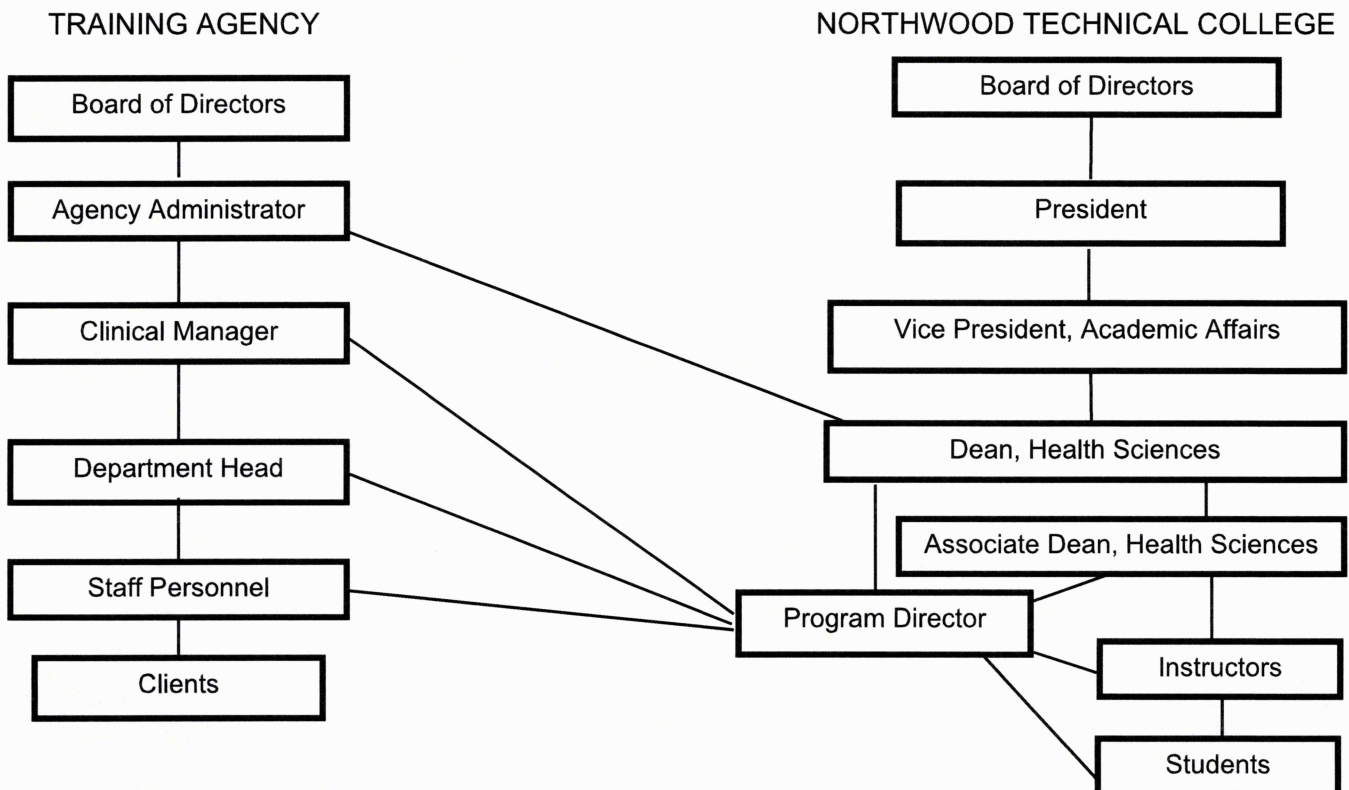
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EXHIBIT A

NORTHWOOD TECHNICAL COLLEGE EXTENDED LABORATORY EXPERIENCE

OCCUPATIONAL THERAPY ASSISTANT

- A. General objectives of the Extended Laboratory Experience are to provide the student an opportunity to:
1. Observe and participate in the roles and relationships of the various levels of health care personnel.
 2. Reinforce their theoretical knowledge by applying facts and principles derived from theory to meet health needs and to promote optimal health practices.
 3. Experience the actual job setting prior to employment in that setting as an occupational therapy assistant. Within this setting the student shall have opportunity to:
 - a. Practice within the distinct role and responsibility of the occupational therapy assistant
 - b. Serve a diverse population in a variety of systems that are consistent with entry-level practice
 - c. Seek out learning opportunities to keep current with best practice
 - d. Apply occupational therapy principles and intervention tools to achieve expected outcomes
 - e. Demonstrate professional behaviors, ethical standards, values, and attitudes of the occupational therapy profession
 - f. Advocate for the profession, services, and consumers
- B. Communication between agencies will follow the lines portrayed in the following diagram.



238 The dotted lines (-----) indicate communication, coordinator and consultative relationships.
The straight lines (____) indicate direct responsibility and accountability.

(OVER)
OCCUPATIONAL THERAPY ASSISTANT - continued

C. Evaluation of Extended Laboratory Experience shall be according to the following guidelines:

1. Individual course evaluation

After each of the health careers courses, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Attainment of course objectives.
- (b) Conduciveness of agency climate to student learning.
- (c) Competency of faculty teaching in the agency.
- (d) Future planning and development.

2. Program Evaluation

At the completion of each health career program, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Achievement of purposes and overall objectives of the program.
- (b) Future planning and development.

Re: Northwood Tech Training Agreement Request

1 message

Jason Crane <jason.crane@isd709.org>
To: Brett Mensing <brett.mensing@isd709.org>
Cc: Lora Thurston <lora.thurston@isd709.org>

Fri, Nov 22, 2024 at 9:45 AM

I support this contract with Northwood College. I have reviewed the contract.

On Fri, Nov 22, 2024 at 9:21 AM Brett Mensing <brett.mensing@isd709.org> wrote:
Good morning,

Before I have Simone sign off, are you ok with this agreement?

Thank you!
-Brett

----- Forwarded message -----

From: **Peterson, Hilary** <Hilary.Peterson@northwoodtech.edu>
Date: Fri, Nov 22, 2024 at 8:53 AM
Subject: Northwood Tech Training Agreement Request
To: brett.mensing@isd709.org <brett.mensing@isd709.org>

Hi, Brett,

Anna Polzin asked me to send you the attached Northwood Tech Affiliation Training Agreement (and Extended Laboratory Experience general objectives for the Occupational Therapy Assistant Program).

This agreement would update and replace the current, valid agreement we have on file.

The agreement is effective for one year with automatic yearly renewals. The automatic yearly renewal does not require you to take a student each year. You may decline a student based on your facility's needs. The signed agreement will be current if/when you decide to accept a student.

Please review this agreement and sign the signature page. The signed agreement needs to be returned to me via scan/email. If it is easier for you, just the signature page may be scanned/emailed to me.

When I receive the signed agreement, I'll request a Certificate of Insurance from our insurance agent, which will be sent to you directly from them. If you do not receive a copy, please contact me.

If you have further questions or concerns, please contact me or Sara Nick at 715-788-7143
sara.nick@NorthwoodTech.edu.

Thank you,

Hilary Peterson (she/her/hers)

Health Sciences Associate

Northwood Technical College

Phone: 715-788-7056

NorthwoodTech.edu



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--
Jason Crane, Director
Special Services Department
Duluth Public Schools
218-336-8740
He/Him/His

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

Jostens[®] Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	DENFELD HIGH SCHOOL	Customer Phone	(218)336-8830
Customer Address	401 N 44TH AVE W, DULUTH, MN 55807		
Contact Name	Nathan Shaw	Contact Phone	(218) 336-8830
Contact Role	Adviser	Email	nathan.shaw@isd709.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:
<https://jostens.secure.force.com/terms?lid=YBKUS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2026 through 2028

Additional Notes/Specifications Agreed Upon:

three-year term agreement - each year is based on the customer satisfaction of the year before
 Term agreement qualifies the school for a 2% early renewal/ term agreement credit on the invoice each year. est. value \$1458.00

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X *Simone Zurich*
 SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Simone Zurich 11.7.24
 PRINTED NAME DATE

X *Cathy Holman*
 SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

Cathy Holman 11.7.24
 PRINTED NAME DATE

X *Beth Johnson*
 SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

BETH JOHNSON 11/7/24
 PRINTED NAME DATE

REP # 1959 JOB # 13419

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, December 3, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
A. 616 School District System Accountability (replacing 6020 Systems Accountability Report & 6205 Evaluation of the Instructional Program)	2
B. 601 School District Curriculum and Instruction Goals	9
C. 603 Curriculum Development	13
3. POLICIES FOR SECOND READING	
A. 621 Literacy and the Read Act	16
4. REGULATIONS - Informational	
5. POLICIES FOR DELETION	
A. 6145 Activities Involving Swimming Pools	30
6. OTHER	
A. Proposed ISD709 Curriculum Review and Adoption Timeline	31

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 616
Orig. 1997
Rev. 2024~~3~~

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[NOTE: Minnesota Statutes, section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. Model Policies 601, 603, and 616 address these statutory requirements. In addition, Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes, section 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. “**Comprehensive achievement and civic readiness** ~~World’s best workforce~~” means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school; **and prepare students to be lifelong learners.**

[NOTE: The 2024 Minnesota legislature revised Minnesota Statutes, section 120B.11, including replacement of the term “world’s best workforce” with “comprehensive achievement and civic readiness.”]

- B. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district’s Advisory Committee.

2. The District Advisory Committee created under Policy 603 (Curriculum Development) is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, ~~an evaluation of student progress committee,~~ or through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

See ISD 709 Curriculum Review and Adoption Timeline
www.isd709.org/XXXX
~~[Insert Local Cycle in this space]~~

- C. Implementation of Graduation Requirements

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

- D. Comprehensive Continuous Improvement of Student Achievement

1. By **June** of each year, the District Advisory Committee will meet to advise and assist the school district in the implementation of the school district system

accountability and comprehensive continuous improvement process.

2. The District Advisory Committee, working in cooperation with other committees of the school district ~~[such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.]~~, will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
 - a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
45. Translation services should be provided to the extent appropriate and practicable.
56. The District Advisory Committee shall meet the following timeline each year:
 - By End of October Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.
 - By End of November: Review of Comprehensive Achievement and Civic Readiness plan and provide input to be reviewed by school board.
 - By End of January Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.
 - By End of March Month(s): Review evaluation results and prepare recommendations.

By Beginning of June Month: Present recommendations to the school board for its input and approval.

E. ~~Evaluation of Student Progress Committee~~

~~A committee of professional staff shall develop a plan for assessment of student progress, the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.~~

~~[NOTE: The school board may choose to delete this paragraph regarding an Evaluation of Student Progress Committee upon consultation with school administration.]~~

F. Reporting

1. Consistent with Minnesota Statutes, section 120B.36, subdivision. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to **comprehensive achievement and civic readiness the world's best workforce**. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.
2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.
3. The school district must annually report the district's class size ratios by each grade to the **C**ommissioner of education in the form and manner specified by the **C**ommissioner.
4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement **Goals**; Striving for **Comprehensive Achievement and Civic Readiness the World's Best Workforce**)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)

Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
Minn. Rules Parts 3501.06~~6040-3501.0655~~ (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.09~~6055~~ (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

~~6020 — SYSTEMS ACCOUNTABILITY REPORT~~

- ~~1. School District Goals shall be reviewed annually by the School Board.~~
- ~~2. For each curriculum area, measurable learner outcomes will be developed.~~
- ~~3. Through the Site Improvement Plan Process, the professional staff shall develop strategies for achieving the goals of the School District at their site and shall identify a process for reporting progress toward achieving the goals.~~
- ~~4. An advisory committee (Systems Accountability Committee (SAC)) shall be established to advise the School District and assist in the implementation of instruction and curriculum. This advisory committee shall include administrators, students, teachers, parents, and other community representatives. The committee shall be broad-based and will represent needs of all students.~~
- ~~5. The School Board shall receive the recommendations of the SAC and adopt goals which address program strengths and weaknesses as evidenced through the assessment process.~~
- ~~6. As part of the SAC process, attention shall be given to students who are identified as special needs, who have limited English proficiency or students on a 504 plan.~~
- ~~7. Annually, the School District staff shall prepare a Systems Accountability report for the School Board's review and adoption. This report shall be disseminated to all households in the School District and submitted to the Commissioner of Education by October 15 of each school year.~~

~~Adopted: 09-10-1985 ISD-709~~

~~Revised: 06-20-1995~~

~~11-18-1997~~

~~08-17-2004 ISD-709~~

~~6205 — EVALUATION OF THE INSTRUCTIONAL PROGRAM~~

~~The teachers and administration have the responsibility of regularly evaluating the educational program in order to maintain an effective and progressive curriculum geared to our changing society and focused on student achievement.~~

~~These evaluations may result in modifications of existing programs which can be implemented by teachers and administrators. They may also result in recommendations for major innovations which would be implemented with approval of the School Board. Outside agencies may be invited periodically at the discretion of the School Board for the purpose of evaluation.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~01-18-2005 ISD-709~~

Adopted: _____

MSBA/MASA Model Policy 601

Orig. 1995

Revised: _____

Rev. 2024

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: Minnesota Statutes, section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes, section 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with comprehensive achievement and civic readiness.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to strive for comprehensive achievement and civic readiness in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. "Comprehensive Achievement and Civic Readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- E. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- F. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- G. "Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- H. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships,

other cooperative work experience, youth apprenticeship, or employment.

- I. "Institutional racism" means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- J. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.
- K. "Performance measures" are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness and must include at least the following:
 - 1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and
 - 4. career and college readiness under Minnesota Statutes, section 120B.30, subdivision 1.

[Note: Definitions B, E, G, and I are added to Minnesota Statutes 120B.11—the Comprehensive Achievement and Civic Readiness law—effective August 1, 2023. The definitions apply to revisions to the Comprehensive Achievement and Civic Readiness law regarding strategic plans; these revisions are effective "for all strategic plans reviewed and updated after June 30, 2024."]

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with striving for comprehensive achievement and civic readiness and includes the following:
 - 1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2);
[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]
 - 2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;
[Note: MSBA/MASA Model Policy 618 addresses this requirement.]
 - 3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student

outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 3, students' access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision. 8, or 122A.41, subdivision 5;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
 6. education effectiveness practices that
 - a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
 - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and
 7. an annual budget for continuing to implement the school district plan; and
 8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.
- B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.
- C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 (Literacy and the Read Act)

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)

Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Adopted: _____

MSBA/MASA Model Policy 603

Orig. 1995

Revised: _____

Rev. 2024

603 CURRICULUM DEVELOPMENT

[NOTE: Minnesota Statutes, section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 618-620 provide procedures to further implement the requirements of Minnesota Statutes, section 120B.11.]

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

- A. The school board must establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
- B. The District Advisory Committee, to the extent possible, must reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents must comprise at least two-thirds of committee members.
- C. The District Advisory Committee must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes, section 124D.59, subdivisions 2 and 2a.
- D. The school district may establish site teams as subcommittees of the District Advisory Committee.
- E. The District Advisory Committee must recommend to the school board
 1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a; 120B.022, subdivisions 1a and 1b; and 120B.35;
 2. district assessments;

3. means to improve students' equitable access to effective and more diverse teachers;
 4. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;
 5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and
 6. program evaluations.
- F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

[Note: In light of changes in Minnesota law regarding curriculum, MSBA encourages school districts to consider deleting Article VI, Section A or revising it to reflect local curriculum development processes. Literacy planning is now addressed in new model policy 621: Literacy and the READ Act.]

- A. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes, section 120A.20, subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.
- B. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.
- C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 124D.59 (Definitions)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through

Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.
- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that

is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.

- G. "Oral language," also called "spoken language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;

2. reading-related services currently being provided to the student and the student's progress; and
 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:
1. a summary of the school district's efforts to screen for dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and

4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.1118, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.1118.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; and
 9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

- A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:
1. intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff who provide reading instruction; and
 6. employees who select literacy instructional materials for a district.
- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner of MDE may grant a school district an extension to these deadlines.

- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 - 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 - 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 - 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 - 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and
 - 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

- 1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and

instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;

2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.1118;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

First Reading: 11.26.24
Second Reading:

Adopted: _____

MSBA/MASA Model Policy 621
Orig. 2023

Revised: _____

621 LITERACY AND THE READ ACT

[Note: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.1117 to 120B.124.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other

support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "spoken language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year,

and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate

characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for dyslexia;
2. the number of students universally screened for that reporting year;
3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.1118, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.1118.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. ~~The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student~~

~~reads at grade level. This paragraph does not apply to a student under an individualized education program.~~

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; and
 9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

- A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:

1. intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff who provide reading instruction; and
 6. employees who select literacy instructional materials for a district.
- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner of MDE may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in

order to cultivate students' English language development, including oral academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.1118;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.1118 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

~~6145 ACTIVITIES INVOLVING SWIMMING POOLS~~

~~Since the swimming pools are located in the middle school buildings, it is evident that all senior high school team members, coaches, and other personnel are "guests only" in these middle schools and should, therefore, obey all rules and regulations as stipulated by the school in which they are participating, which include:~~

- ~~1. Doors to lockers and swimming pool areas will be locked until the coach or teacher responsible for the group arrives and is ready to take charge.~~
- ~~2. All team members must take a thorough shower in the nude with soap, followed by a good rinse in fresh water, and be inspected by the coach in charge before they are allowed onto the pool deck.~~
- ~~3. Swim team members will not be permitted to go into the halls with their swim suits on before, during, or after the practice or meet.~~
- ~~4. Team members are not permitted to use the pool without the express permission of the teacher in charge.~~
- ~~5. Willful defacing or destruction of school property is absolutely forbidden; team members found destroying or defacing school property will be required to pay for same.~~
- ~~6. Team members are absolutely forbidden to dive from any balcony into the pool. This could cause serious injury or death.~~

~~The School Board will sponsor maximum community use of public schools' facilities by maintaining three swimming pools located in the middle schools (Morgan Park, Ordean, Woodland) for eleven (11) months a year. Cost of operating the pools will be borne by the General Fund. Major repairs shall be financed from the School District's Capital Expenditure Fund. A "down" period for cleaning and repairs will be scheduled during the summer at a time that least interferes with pool operation.~~

~~Reference: MSA 540.18~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 02-12-1985~~

~~06-20-1995~~

~~10-19-2004 ISD 709~~

ISD 709 Curriculum Review and Adoption Timeline (Updated Fall 2024)

State Statute 120B.021 Subd 1.b

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	Current Standards Implemented	Next Scheduled Review Phase
Phy Ed*/Health		Phase 3b	Phase 3b	Phase 3b	Phase 3b	Phase 3b	MDE	Phase 1	Phase 2	Phase 2	Phase 2	Phase 3a (est.)	Phase 3b (est.)	2018	2026-27
Arts	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	Phase 3b	MDE	Phase 1	Phase 2	Phase 2	Phase 2	Phase 3a	2008	2027-28
Science	Phase 2	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	Phase 3b	MDE	Phase 1	Phase 2	Phase 2	Phase 2	2012	2028-29
English Language Arts	Phase 1	Phase 1	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	Phase 3b	MDE	Phase 1	Phase 2	Phase 2	2013	2029-30
Social Studies	MDE	Phase 1	Phase 2	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	Phase 3b	MDE	Phase 1	Phase 2	2014	2030-31
Math	Phase 3b	MDE	Phase 1	Phase 2	Phase 2	Phase 2	Phase 2	Phase 3a (est.)	Phase 3b (est.)	Phase 3b (est.)	Phase 3b (est.)	MDE	Phase 1	2011	2031-32
World Languages**	Phase 3b	Phase 3b	*	Phase 1	Phase 2	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	Phase 3b	*	2011	Unknown
CTE	Phase 3b	Phase 3b	Phase 3b	**	Phase 1	Phase 2	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	Phase 3b	NA	ONGOING
Media/Library*/ Computer Science					*	Phase 1	Phase 2	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	Upcoming	
SEL*		Phase 3a	Phase 3b	Phase 3b	Phase 3b	*	Phase 1	Phase 2	Phase 2	Phase 2	Phase 3a	Phase 3b	Phase 3b	NA	NA

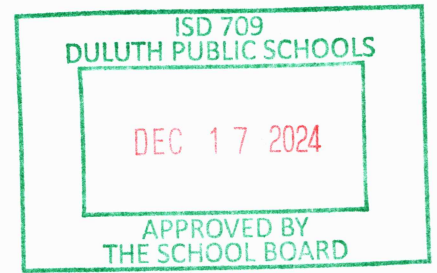
Key: MDE review and revision of content standards. MDE Required Implementation
 Potential Purchasing Years for Primary K-12 Resources
Italicized and bolded years indicate content area review by District Advisory Committee

Note: Future timeline predictions are based on MDE's typical 5-year period between new standards availability and required implementation year.

*National or local standards in subject area

**American Council on the Teaching of Foreign Languages standards in subject area

RESOLUTION
Certified Tax Levy 2024 Payable 2025



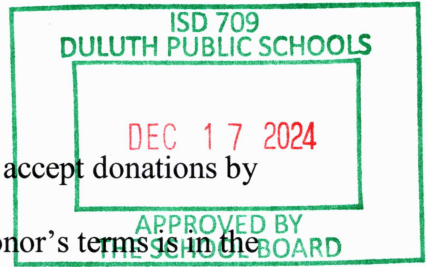
BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2024 Payable 2025 at \$44,959,128.28.

Resolution B-12-24-4071

December 17, 2024

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
Congdon	Congdon Park Foundation	\$10,320.00	To fill grant requests for Phy Ed and Music	With this wonderful donation we are able to purchase Xylophones, an Ultimate Scooter pack with Storage Cart and a Complete Court Portable Volleyball System
Denfeld	CJ and Stephanie Ham	\$5,000.00	Football Program	
Denfeld	Northland Foundation	\$500.00	Debate team	
Denfeld	CTAM Foundation c/o Keith Green	\$2,000.00	Debate team	
Denfeld	Howard D Mooers	In-kind	Science Department	<p>Mr. Moores is a retired UMD Astronomy professor who has graciously offered to donate Denfeld High School is home observatory, which is research capable and fully equipped. He has also offered his technical support services for several years into the future to ensure the observatory runs smoothly. It would take up an area roughly 10ft x 10ft placed in the enclosed track area of Denfeld High School. The equipment specs are listed here:</p> <p>What is being donated and value based on similar used equipment for sale online:</p> <p>\$4,000.00</p> <p>6-foot observatory dome with automation and base. Dome is from Technical Innovations, 1271 La Quinta Dr. #6, Orlando Fl, 32809.</p> <p>Shutter and dome rotation</p> <p>Dome-Trak® infrared auto telescope tracking system</p>

				<p>Wi-fi/USB power interface</p> <p>\$2,200.00</p> <p>Losmandy G-11 German equatorial telescope mount with Gemini 2 GOTO drive system.</p> <p>Losmandy side-by-side adapter plate for parallel mounting of two scopes</p> <p>Losmandy Gemini 2 GOTO computer with hand controller.</p> <p>\$475.00</p> <p>Celestron 8" Schmidt-Cassegrain telescope.</p> <p>\$325.00</p> <p>RoboFocus automated focuser.</p> <p>\$900.00</p> <p>Takahashi FS-60 60mm Fluorite refracting telescope.</p> <p>\$325.00</p> <p>RoboFocus automated focuser.</p> <p>\$225.00</p> <p>SBIG ST-8XE astronomical camera.</p> <p>\$175.00</p> <p>CFW-8, 5-position filter wheel.</p> <p>\$450.00</p> <p>LRGBHa filters.</p> <p>\$400.00</p> <p>Canon XS DSLR camera with Baader Ha replacement filter and AC adapter</p> <p>\$200.00</p> <p>Computer – DELL OptiPlex small form factor PC, Windows 10 with monitor, mouse, wireless keyboard.</p> <p>\$400.00</p>
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				<p>Computer control software – MaximDL 6 with MaxPoint (Diffraction Limited, Ottawa Ontario), MegaStar (now open source), Canon EOS Utility (download from Canon).</p> <p>Numerous adapters/connectors/cables.</p> <p>\$10,075.00</p> <p>TOTAL used equipment value</p> <p>Maxim DL and MaxPoint software were updated in 2022, there are no annual fees. However, if you want to upgrade, there will be upgrading fees. The other software is open source or free from manufacturers.</p> <p>The observatory runs on one 20-amp circuit and can be connected to a standard 3-prong 20-Amp outlet with the cord that is included.</p>
Denfeld	Rick McArthur Player's Sports Bar	\$2,500.00	Cheerleading costs associated with competition and Timberwolves trip	
Denfeld	Brenda and Rob Brannan	\$250.00		
Denfeld	Jan and Mike Busch	\$50.00		
Denfeld	Sandra Sawyer	\$50.00		
Denfeld	Robin Johnson	\$25.00		
Denfeld	Sandra Staples	\$100.00		
Denfeld	Michelle Kearin	\$25.00		
Denfeld	Jennifer Crawford	\$30.00		
East	Eric Johnson	In-kind	Duluth Music, as needed	The Johnson family donated a drum set to the music department
Headstart	Jane Killough	\$50.00	To be used for bus passes	
Lakewood	Lakewood PTSA	\$6,704.00	5th grade Wolf Ridge trip	

Lakewood	Lakewood Foundation	\$1,800.00	Library books and headphones	
Lester Park	Lester Park PTA	\$2,100.00	\$100 for each K-5 GenEd teacher for field trips	
Lester Park	Lester Park PTA	\$2,775.00	\$75 for each teacher for classroom needs	
Lester Park	Lester Park Foundation	In-kind	28 chairs for 1st grade room - Ms. Mary Feldhake	
Lester Park	Lester Park Foundation	In-kind	8 student standing desks for two 5th grade rooms	
Lester Park	Lester Park Foundation	In-kind	Erasable kidney teacher table for math	
Lester Park	Wood City Riders Snowbile Club	\$250.00	Classroom Supplies for Mrs. Leischke - Level 3 teacher	
Lincoln Park	Irving Community Assocation	\$100.00	After School Diamond Art Painting Club	Renee Bergeron - Club advisor
Myers-Wilkins	Karl B Olson	\$100.00		
Myers-Wilkins	Tom & Ginny DeSutter	\$50.00		
Washington ECFE	Joulehmong Vang	\$100.00		

RESOLUTION

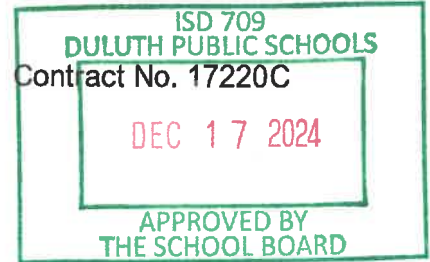
School Board Member Attendance at 2025 MSBA Leadership Conference

RESOLVED, That Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the Minnesota School Boards Association 2025 Leadership Conference in Minneapolis, Minnesota on January 15-17, 2025.

RESOLUTION

School Board Member Attendance at
MSBA Learning to Lead Workshop Series and Officers' Workshop

RESOLVED, that Independent School District 709, St. Louis County, Minnesota, pay costs incurred, as per District policy, for school board members to attend the MSBA Learning to Lead Workshop Series and Officers' Workshop.



ARPA Subaward Agreement Amendment

THIS AMENDMENT, to the attached Contract No. 17220, is entered into and between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as "Grantee" for the performance period of October 1, 2024, through December 31, 2024.

WITNESSETH

WHEREAS, the County has established Contract No.17220B with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

WHEREAS, section 44. of Contract No. 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the parties agree that this service agreement will be amended to take the form of an ARPA subaward agreement effective upon execution of this amendment; and

WHEREAS, the ARPA Subaward Agreement provides for a subaward of funds from the Coronavirus Local Fiscal Recovery Fund ("CLFRF") established by the portion of section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2, 135 Stat. 4 (2021), that is codified at 42 U.S.C. § 803; and

WHEREAS, on October 24, 2023, the County Board of Commissioners adopted Resolution No. 23-566 authorizing the County to amend the ARPA Subaward Agreement to recategorize the subaward as a non-subaward use of CLFRF funds by the County under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d); and

WHEREAS, the County will continue funding mentor and C&C Coordinator services with the Grantee, the C&C Coordinator servicing all participating St. Louis County schools and districts (with exception of ISD709 who has its own C&C Coordinator), all other duties remaining the same.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and Grantee agree:

- A. Section 1 of the Amended Service Agreement shall be replaced with the following:

This Agreement and performance period shall commence on October 1, 2024 and terminate on December 31, 2024.

- B. Sections 2 - 3.1 of the Amended Service Agreement shall remain in full force and effect.

C. Section 3.3 shall be replaced with the following, renumbered as section 3.2:

County shall disburse allocated funds to Districts/Schools through contract amendments for 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year with a final payout for the total County portion, to be paid in one installment for the services upon execution of this document by the parties. The total County payout to the Grantee shall equal \$1,019,269.70, with the Districts/Schools maintaining responsibility for the remaining percentages.

In summary:

County share for FY25 \$629,965.70

County share for FY26 \$389,304.00

New contract maximum FY21-26 \$ 2,487,811.07

One Time Payout, October 1 – December 31, 2024: \$1,019,269.70

D. All other sections of the ARPA Subaward Agreement shall be deleted and replaced with the following.

4. Grantee shall comply with ARPA, any administrative rule with respect to ARPA, any interpretive guidance issued by the U.S. Department of Treasury with respect to ARPA, and any other applicable law relating to this agreement. Grantee shall promptly comply with any reasonable request made by the County for the purpose of monitoring or ensuring compliance with this agreement or any applicable law relating to this agreement.
5. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this agreement are subject to examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Grantee agrees to maintain such evidence for a period of six years from the termination of this agreement or longer if any audit in progress requires a longer retention period.
6. Grantee agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. Grantee further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over Grantee's performance of its obligations set forth in this agreement.
7. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantee's performance of its obligations set forth in this agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Grantee, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such


obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this agreement.

8. To the fullest extent permitted by law, Grantee shall indemnify the County for all losses that (a) are incurred by the County, (b) arise from the acts or omissions of Grantee in connection with this agreement, and (c) result from the recouping of any funds by Treasury under 42 U.S.C. § 803(e) and 31 C.F.R. § 35.10.
9. Any amendment, variation, modification, or waiver of the provisions of this agreement shall be valid only when they have been reduced to writing and signed by the authorized representatives of the County and Grantee. This agreement shall supersede all other oral and written agreements prior to execution of this document.
10. If Grantee fails to perform any of the provisions of this agreement, such failure shall constitute a default. Unless Grantee's default is excused by the County, the County may, upon written notice, immediately terminate this agreement in its entirety. The County may, but is not required to, allow Grantee to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If Grantee fails to cure its default in accordance with the terms or within the timeframe required by the County, this agreement shall automatically terminate.
11. This agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.
12. Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.
13. The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.
14. By entering into this agreement, Grantee certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud or official misconduct within the past three years.
15. This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.

16. For the avoidance of doubt, under this Amendment to ARPA Subaward Agreement, the subaward under the ARPA Subaward Agreement is recategorized as a non-subaward use of CLFRF funds by the County for the provision of government services under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d).
17. This Amendment to ARPA Subaward Agreement is effective retroactively from the effective date of the ARPA Subaward Agreement.
18. Each person executing this Amendment to ARPA Subaward Agreement on behalf of Grantee represents that the person is authorized to do so.

IN WITNESS WHEREOF, County and Grantee agree to be bound by the provisions of this Amendment, said Amendment and performance period being effective from October 1, 2024, through December 31, 2024.

DISTRICT



Jill Lofald
School Board Chair
Date: 12-17-24

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS

Keith Nelson
Board Chairperson
Date: _____

Linnea B. Mirsch
Public Health & Human Services Director
Date: _____

Nancy Nilsen
Auditor
Date: _____

Approved as to form and execution:

Benjamin M. Stromberg
Assistant County Attorney
Date: _____

LBM /ahs