

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, April 14, 2025

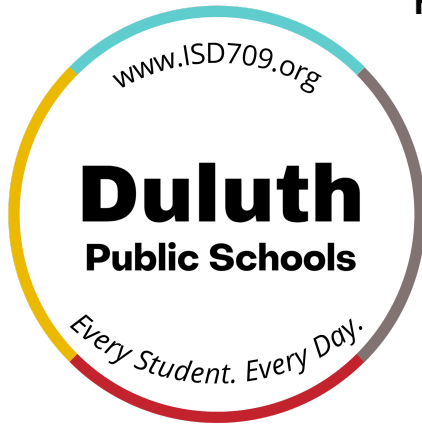
District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
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Human Resources Report for April 2025 School Board Meeting Highlighting March 2025 Activities

Department:	Human Resources
HR Business Services Committee:	04.14.2025
Regular Board Meeting:	04.22.2025
Report Prepared By:	Theresa Severance

Manager's Minutes:

- On March 7, members of the HR Team attended the monthly MASPA meeting where the topic was Teacher and Paraprofessional Compensation Work Group Findings of a report ordered by the Legislature, including its proposed strategies, recommendations, and draft legislation and Emerging Trends in Workers Compensation.
- On March 13th, members of the HR team attended the Draw a Larger Circle: Expanding Inclusion in the Workplace Summit. This summit helped emphasize the importance of self-awareness and understanding diverse perspectives.
- Recruitment Events Attended:
 - March 10th - Career, College and Community Exploreathon - A career, college and community fair focused on connecting with the future workforce in our areas. - Fond Du Lac Community College
 - April 1st - MN Education Career Expo, Minnesota's largest in-person career fair that brings together school districts, agencies, and professionally licensed candidates to connect and hire educators. - Eden Prairie
- The HR Team has started meetings with the various clerical positions in an effort to revise job descriptions. This was an agreement that came through negotiations as most of the job descriptions are more than 10 years old.
- Worker's Compensation E-Mod rate has been received for the next year. We will drop from .68 to .67.

What We're Working On:

- General HR - The team is working through finalizing the District's Recruitment and Retention Plan including full development of employee onboarding.
- Benefits -
 - New health insurance renewal rates have been received with a rate increase of only 5.6%. Staff are also gearing up for Health Insurance Open Enrollment, which will happen in May.
 - Final preparations are underway for the second District Wellness Fair, which will be held during the Professional Development day at Denfeld High School on May 27. This year's fair will feature more vendors and a new blood drive.

- Negotiations -
 - The 2023-2025 DDWIAA contract has settled, we are hoping to bring an approved ⁴ contract to the Board at the April 22nd meeting. This is the last contract to be settled for the 2023-2025 cycle.
 - Negotiations for 2025-2027 contracts are being scheduled for Duluth Principals Association, Executive Employees Association, AFSCME Paraprofessionals, AFSCME Food Service, and Integration Specialists.

Upcoming Changes/Improvements to the Department:

- Transitioning all employee evaluations to a new electronic platform, including creation of job specific non-certified staff evaluations.
- Moving to all electronic new employee paperwork, including gathering electronic signatures.

Staffing Report:

- | | |
|------------------------------|--------------------------------|
| ● Certified Appointments - 2 | Non-Certified Appointments - 8 |
| ● Certified Leaves - 4 | Non-Certified Leaves - 3 |
| ● Certified Resignations - 5 | Non-Certified Resignations - 3 |
| ● Certified Retirements - 2 | Non-Certified Retirements - 2 |

Open Positions:

Certified:

- Teachers (13)
 - Elementary (2)*
 - Excel Elementary (3)*
 - Middle School (1)*
 - Excel Middle School (2)*
 - Special Education (3)*
 - Adult Basic Education (1)*
 - District Wide (1)*
- Summer School (7)

Non-Certified:

- Clerical (1)
- Child Nutrition (3)
- Maintenance (7)
 - Master Electrician (1)*
 - School Custodian I/II/III (2)*
 - Second Shift Engineer II (3)*
 - Substitute Maintenance (1)*
- Playground/Cafeteria Monitor (7)
- Technology (1)
- Transportation (2)
 - School Bus Driver II (1)*
 - Bus Helper (1)*
- Paraprofessionals (1)
 - Certified Lifeguard (1)*

2024-2025	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
APRIL	Enroll	Gr 1-5													
Congdon Park 435	471.23	396.18	75.05	77.11	77.04	69.03	82.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	449.47	372.44	77.03	68.02	76.00	74.02	76.17	78.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	254.01	212.01	42.00	34.00	43.00	50.01	46.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	514.01	440.01	74.00	81.01	99.00	77.00	92.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	310.03	252.03	58.00	51.00	46.01	56.01	45.00	54.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	328.00	268.00	60.00	52.00	59.00	61.00	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	267.22	230.22	37.00	42.11	44.02	54.02	44.07	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	307.06	251.05	56.01	61.00	44.00	52.05	50.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	389.00	318.00	71.00	76.00	68.00	58.00	63.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	233.02	197.02	36.00	44.00	44.00	34.00	38.02	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	667.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	248.11	237.00	182.00	0.00	0.00	0.00	0.00
Ordean East Middle 335	1075.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	344.58	377.33	353.18	0.00	0.00	0.00	0.00
AE Online 650	172.39	708 Students 45 Open Enrolled, 27 FT Residents, 636 PT Residents average enrollment 0.24 or 2 classes					0.00	0.00	0.57	0.00	0.28	21.03	50.81	66.94	32.76
Denfeld 215	914.38					0.00	0.00	0.00	0.00	0.00	248.85	246.61	243.99	174.93	
East 220	1382.36					0.00	0.00	0.00	0.00	0.00	396.12	347.73	315.59	322.92	
Merritt Creek Academy 81	87.00	34.00	3.00	2.00	7.00	7.00	13.00	5.00	6.00	10.00	10.00	13.00	6.00	4.00	1.00
ALC 611	100.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	26.86	31.86	39.00
Chester Creek Academy 575	28.00	17.00	0.00	2.00	1.00	5.00	7.00	2.00	1.00	4.00	1.00	2.00	2.00	1.00	0.00
Rock Ridge Academy 580	40.00	12.00	2.00	0.00	2.00	3.00	3.00	4.00	3.00	3.00	4.00	6.00	4.00	4.00	2.00
Arrowhead Academy 605	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	3.00	2.00	5.00	2.00
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hospitals 630	22.00	6.00	0.00	2.00	2.00	1.00	0.00	1.00	0.00	2.00	4.00	7.00	2.00	1.00	0.00
The Bridge 950	20.00	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	20.00
Total:	8045.10	3005.96	591.09	592.25	612.07	601.14	609.26	591.24	603.26	633.33	555.46	700.00	688.01	673.38	594.61

2024-2025
Month to Month Enrollment Changes by School

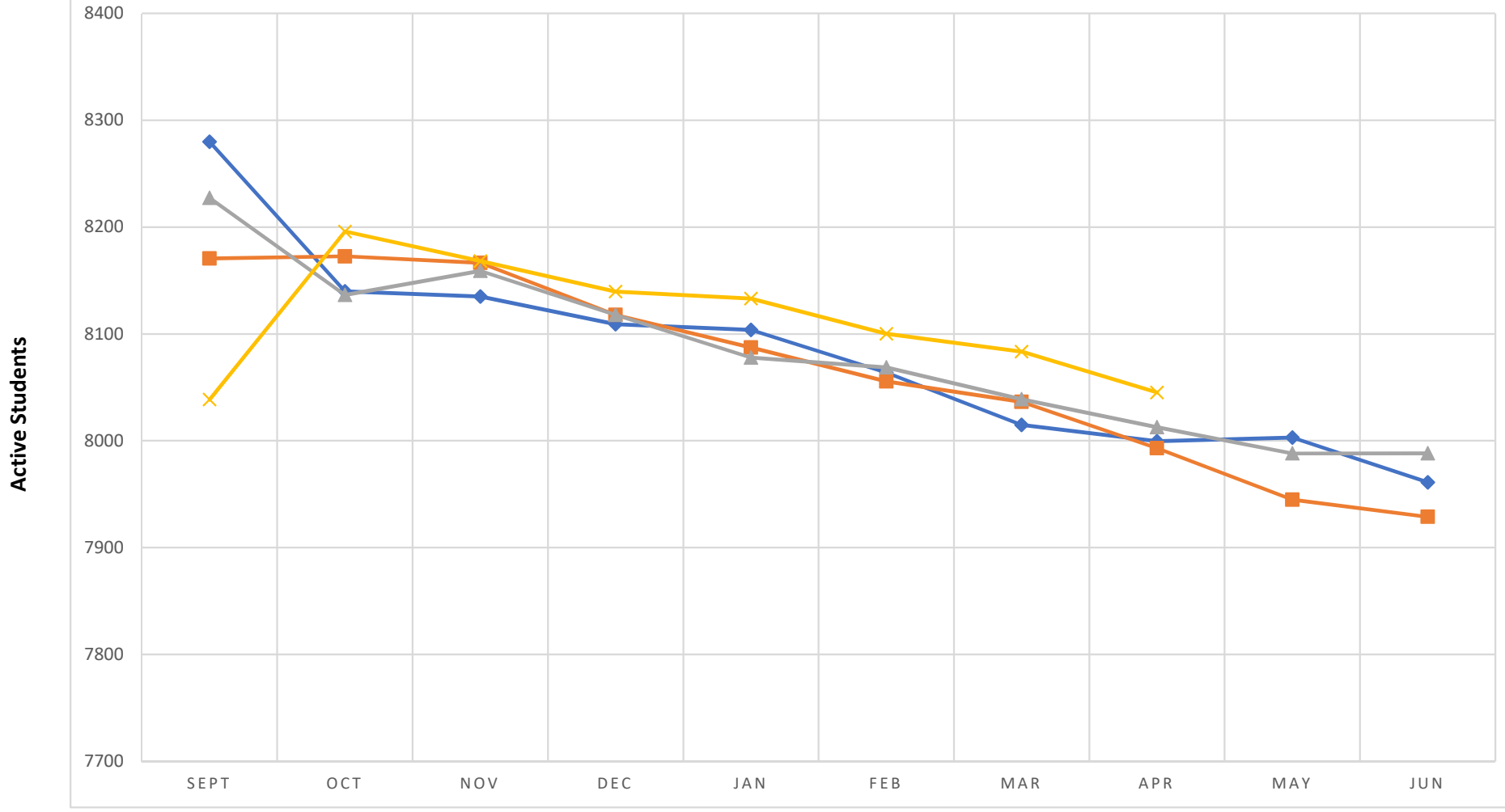
Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2024-2025	23-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	478.00	471.00	476.00	476.00	472.00	468.00	471.00	473.00	471.23	0.00	0.00	-1.77		0.23	-6.77
Homecroft 475	440.00	447.00	448.00	448.00	447.00	453.00	453.00	451.00	449.47	0.00	0.00	-1.53		2.47	9.47
Lakewood 500	246.00	253.00	254.00	256.00	255.00	254.33	256.33	254.00	254.01	0.00	0.00	0.01		1.01	8.01
Lester Park 510	527.00	509.00	510.00	511.00	514.00	515.00	511.00	513.00	514.01	0.00	0.00	1.01		5.01	-12.99
Lowell 520	297.50	308.00	312.00	312.00	312.00	314.00	314.00	311.00	310.03	0.00	0.00	-0.97		2.03	12.53
Lowell Immersion 521	335.00	330.00	329.00	330.00	330.00	329.00	327.00	328.00	328.00	0.00	0.00	0.00		-2.00	-7.00
MacArthur 525	283.00	251.00	254.00	260.00	259.00	259.00	266.00	271.00	267.22	0.00	0.00	-3.78		16.22	-15.78
Myers Wilkins 540	307.00	307.00	317.00	309.00	309.00	312.00	313.14	311.15	307.06	0.00	0.00	-4.09		0.06	0.06
Piedmont 550	395.00	388.00	394.00	391.00	393.00	394.00	396.00	392.00	389.00	0.00	0.00	-3.00		1.00	-6.00
Stowe 565	227.00	231.00	229.00	226.00	227.00	231.00	231.00	231.00	233.02	0.00	0.00	2.02	-12.10	2.02	6.02
Lincoln Middle 225	612.35	664.00	674.00	672.28	677.28	673.05	672.87	671.61	667.11	0.00	0.00	-4.50		3.11	54.76
Ordean East Middle 335	1095.25	1078.55	1085.41	1086.74	1085.74	1083.74	1082.86	1077.86	1075.09	0.00	0.00	-2.77	-7.27	-3.46	-20.16
AE Online 650	179.76	81.37	123.51	122.08	138.29	136.56	186.56	183.79	172.39	0.00	0.00	-11.40		91.02	-7.37
Denfeld 215	902.60	949.90	994.41	978.69	959.46	952.33	928.03	918.82	914.38	0.00	0.00	-4.44		-35.52	11.78
East 220	1386.45	1508.58	1505.05	1499.62	1470.04	1470.06	1388.36	1387.08	1382.36	0.00	0.00	-4.72	-20.56	-126.22	-4.09
Merritt Creek Academy 81	81.85	69.00	74.71	79.71	81.00	84.00	86.74	88.00	87.00	0.00	0.00	-1.00		18.00	5.15
ALC Seat Based 611	71.55	73.86	88.58	87.86	85.00	86.01	88.01	94.86	100.72	0.00	0.00	5.86		26.86	29.17
Chester Creek Academy 575	32.00	27.00	31.00	31.00	30.00	29.00	31.00	32.00	28.00	0.00	0.00	-4.00		1.00	-4.00
WHA RRA 580	35.18	34.00	36.00	39.00	40.00	44.00	37.00	40.00	40.00	0.00	0.00	0.00		6.00	4.82
Arrowhead Academy 605	18.00	17.00	18.00	15.00	14.33	11.00	14.33	13.33	13.00	0.00	0.00	-0.33		-4.00	-5.00
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	0.00		-0.25	-0.25
Hospitals 630	22.66	15.00	17.00	13.00	16.00	11.00	25.00	20.00	22.00	0.00	0.00	2.00		7.00	-0.66
The Bridge 950	14.85	25.00	25.00	24.00	24.00	23.00	21.00	21.00	20.00	0.00	0.00	-1.00	1.53	-5.00	5.15
Total:	7988.25	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	8083.50	8045.10	0.00	0.00		-38.40	6.59	56.85
Change		50.26	157.41	-27.69	-28.59	-6.56	-32.85	-16.73	-38.40	0.00	0.00				
Adult Learners			541.00	588.00	652.00	750.00	841.00	881.00	974.00			93.00			

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 Dif	Net		Avg
EC	114.00	258.00	269.00	290.90	307.90	335.33	356.49	366.64	0.00	0.00	10.15		252.64	287.28
PK	0.00	59.00	73.00	73.10	72.10	70.67	71.51	71.36	0.00	0.00	-0.15	10.00	71.36	61.34
KA	140.00	143.00	142.00	142.00	143.00	147.00	146.00	145.09	0.00	0.00	-0.91		5.09	143.51
KG	436.25	448.00	448.00	448.00	447.00	450.00	448.00	446.00	0.00	0.00	-2.00		9.75	446.41
1	585.00	587.00	591.00	590.00	592.00	594.00	592.00	592.25	0.00	0.00	0.25		7.25	590.41
2	610.00	614.00	616.00	612.00	615.00	615.00	616.00	612.07	0.00	0.00	-3.93		2.07	613.76
3	599.00	605.00	601.00	605.00	605.33	603.33	602.15	601.14	0.00	0.00	-1.01		2.14	602.74
4	604.00	608.00	609.00	603.00	607.00	608.14	612.00	609.26	0.00	0.00	-2.74		5.26	607.55
5	579.00	586.00	583.00	585.00	590.00	597.00	592.00	591.24	0.00	0.00	-0.76		12.24	587.91
6	606.41	611.41	612.41	616.41	609.28	608.28	608.13	603.26	0.00	0.00	-4.87	-15.97	-3.15	609.45
7	626.00	641.00	633.94	639.94	641.94	638.90	638.90	633.33	0.00	0.00	-5.57		7.33	636.74
8	551.28	551.28	554.95	550.95	551.85	556.14	556.14	555.46	0.00	0.00	-0.68	-6.25	4.18	553.51
9	680.99	698.28	692.28	696.00	694.57	696.58	697.01	700.00	0.00	0.00	2.99		19.01	694.46
10	663.81	697.57	693.82	694.10	692.43	694.61	695.90	688.01	0.00	0.00	-7.89		24.20	690.03
11	686.87	724.99	717.41	697.26	690.27	678.85	676.10	673.38	0.00	0.00	-2.72		-13.49	693.14
12	669.90	680.39	673.42	659.98	653.41	612.40	603.17	594.61	0.00	0.00	-8.56	-16.18	-75.29	643.41
K 12 Total:	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	8083.50	8045.10	0.00	0.00	-38.40	-38.40	6.59	8113.03
Change		157.41	-27.69	-28.59	-6.56	-32.85	-16.73	-38.40	0.00	0.00				

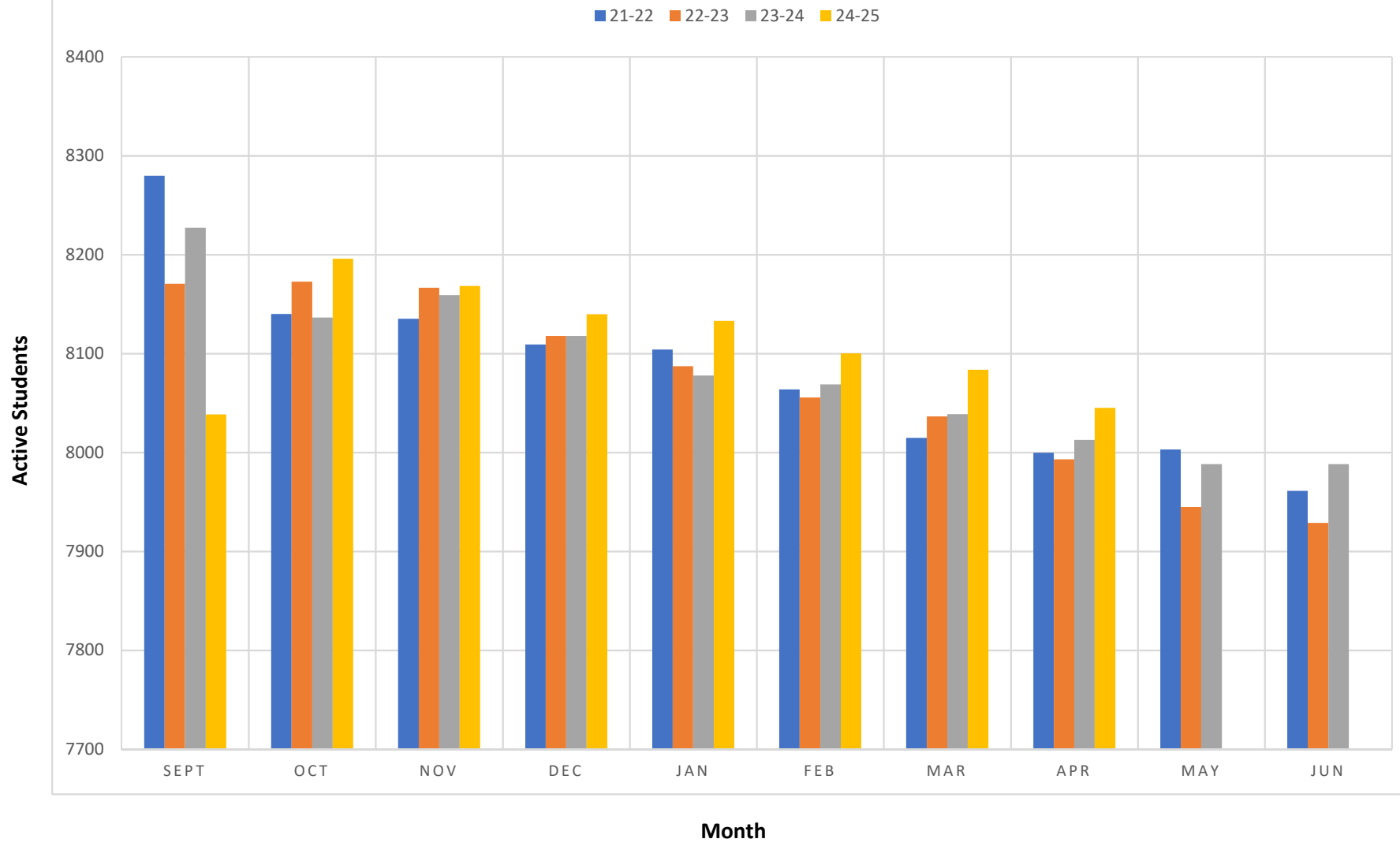
ISD 709 ACTIVE ENROLLMENT BY MONTH

21-22 22-23 23-24 24-25



Month

ISD 709 ACTIVE ENROLLMENT BY MONTH





Child Nutrition Report for April 2025 School Board Meeting Highlighting March 2025 Activities¹⁰

Department:	Child Nutrition
HR Business Services Committee:	04.14.2025
Regular Board Meeting:	04.22.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Renewing the Bread Quote for the school year 25-26 with Pan O Gold.
- Renewing the Upper Lakes Food Bid for the school year 25-26. This will include a 10% increase.
- Started a meal contract with Kidz Kollege Day Care Center. Daily pick up of main plate entrees are being produced for them out of Piedmont Elementary. Monthly billing will be sent to them per agreed price.
- Applying for a Fresh Fruit and Vegetable grant for Myers Wilkens. This program is currently running and this will further the venture.
- Applied to be a Sponsor for the Summer meals program at approved sites. Sites to include-Stowe Elementary, Laura Macarthur, Piedmont, Myers Wilkins. Denfeld, Rockridge and Lincoln will also have meal programs with more limited hours geared towards students in those buildings for the summer. Will also reach out to our community partners to offer meals as we have done in the past.

Upcoming Changes/Improvements to the Department:

- Waiting on equipment delivery and installation in the Technology Village Area Learning Center to implement Hot meal service. Also waiting on a computer drop in this area to implement online student identification for meal distribution.

Staffing Report:

- Currently have 3 open positions. Moved one of our open positions from Lowell to Myers Wilkins, in anticipation of more meals there in school year 25-26 with the Spanish Immersion school changes.

Stats in the Spotlight:

- Year to date meal reports are included with this report.

Monthly counts 2024 2025	Breakfast								TOTALS	Daily Average		
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April			May	June
Congdon	2014	2237	2194	1715	2035	1424	2191				13810	110
Denfeld	3568	4330	3784	2997	3619	2848	4003				25149	200
East High	4171	4834	4194	3209	3807	3154	4591				27960	222
Homecroft	2691	3040	2706	2052	2647	2010	3019				18165	142
Lakewood	1906	2035	1908	1553	1862	1362	2046				12672	101
Lester Park	2758	3240	2883	2206	2858	1972	2847				18764	149
Lincoln park Middle	3581	4273	3789	3385	3870	3121	4488				26507	210
Lowell	5091	6988	6637	4363	5553	4162	6184				38978	309
Laura Macarthur	3547	2729	3269	2717	3266	2480	3512				21520	171
Myers-Wilkins	3388	3559	3097	2407	3887	2282	3110				21730	172
Ordean/East Middle	2464	3122	2625	2076	2265	1759	2640				16951	135
Piedmont	5707	5489	4619	3712	440	3297	4494				27758	220
Rockridge	435	384	416	352	4449	320	503				6859	54
Stowe	3165	3357	2797	2415	160	2251	3182				17327	138
ALC	236	271	220	140	155	103	134				1259	11
	44722	49888	45138	35299	40873	32545	46944	0	0	0	295409	2345

	Lunch								TOTALS	Daily Average		
	Sept	October	Nov	Dec	Jan	Feb	Mar	April			May	June
Congdon	6426	6800	6140	5149	6242	4718	6832				42307	336
Denfeld	10485	10449	9042	7433	9128	6847	9372				62756	498
East High	10680	12267	10578	9298	11711	8771	12221				75526	599
Homecroft	6524	6939	6136	5321	6528	4893	6879				43220	343
Lakewood	3580	3927	3325	3178	3610	2668	3754				24042	191
Lester Park	7101	7738	7046	6024	7065	5334	7274				47582	378
Lincoln park Middle	9659	9505	8214	6873	8141	6059	8998				57449	456
Lowell	9358	10118	8898	7456	9333	6906	9783				61852	491
Laura Macarthur	4132	4244	3785	3107	3889	2903	4052				26112	207
Myers-Wilkins	5222	5322	4565	3826	4730	3717	5085				32467	258
Ordean/East Middle	13664	13504	11187	10531	12827	9931	13853				85497	679
Piedmont	6871	5645	5724	4702	5749	4307	5995				38993	309
Rockridge	490	498	522	400	546	368	587				3411	27
Stowe	3340	3587	3154	2603	3311	2441	3448				21884	174
ALC	471	458	484	279	268	261	389				2610	22
											625708	4968
Supper	0	1184	987	960	1124	788	1118				6161	92
Harbor City	1611	1784	1570	1274	1408	1243	1455				10345	98
	99614	103969	91357	78414	95610	72155	101095	0	0	0	1267922	10125

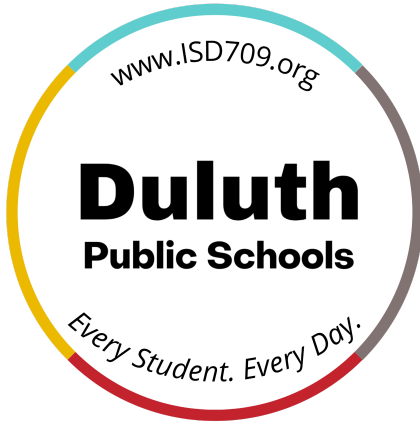
Head Start	Breakfast								TOTALS	Daily Average		
	Sept	October	Nov	Dec	Jan	Feb	Mar	April			May	June
Congdon	19	73	50	57	72	60	75				406	
Homecroft	38	150	137	114	159	98	142				838	
Lester Park	45	135	97	113	143	91	141				765	
Lowell	88	385	353	266	344	239	361				2036	
Laura Macarthur	39	368	299	262	377	256	164				1765	
Myers-Wilkins	157	710	616	503	697	474	596				3753	
Piedmont	47	265	233	221	255	191	269				1481	
Stowe	25	144	129	107	170	113	151				839	
	458	2157	1864	1586	2145	1462	1824	0	0	0	11883	

Head Start	Lunch								TOTALS	Daily Average		
	Sept	October	Nov	Dec	Jan	Feb	Mar	April			May	June
Congdon	38	150	99	113	136	109	135				780	
Homecroft	38	149	137	114	171	98	142				849	
Lester Park	26	249	185	192	242	159	237				1290	
Lowell	88	1154	353	266	343	237	360				2801	
Laura Macarthur	38	375	385	264	384	259	325				2030	
Myers-Wilkins	157	710	616	503	670	474	597				3727	
Piedmont	59	380	353	365	372	260	411				2200	
Stowe	25	141	118	102	157	113	138				794	
	469	3158	2147	1806	2339	1600	2210	0	0	0		

AFTERSCHOOL SNACK												
Congdon	2030	2188	1905	1590	2022	2071	1980					13786
Lincoln park Middle	667	926	910	728	1111	616	1273					6231
Lowell	2153	2486	2148	1775	2057	1728	2354					14701
Laura Macarthur	322	615	456	384	690	305	450					3222
Myers-Wilkins	319	578	608	449	446	628	905					3933
Piedmont	912	553	757	721	746	645	917					5251
Stowe	450	490	473	356	429	326	471					2995
	6853	7836	7257	6003	7501	6319	8350	0	0	0		

Total meals/snacks	152,116	167,008	147,763	123,108	148,468	114,081	160,423	-	-	-	1,012,967
Days of service	20	20	18	15	19	14	20				126
Average meals per day	7,606	8,350	8,209	8,207	7,814	8,149	8,021	#DIV/0!	#DIV/0!	#DIV/0!	

2023 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		
Average meals per day	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520	172	



Facilities Report for April 2025 School Board Meeting Highlighting March 2025 Activities¹³

Department: Facilities
HR|Business Services Committee: 4/15/2025
Regular Board Meeting: 4/22/2025
Report Prepared By: Jeremy DeGraef

Manager's Minutes:

- Working on getting all of the bids completed and reviewed for all of the Districts summer projects. Scope of work and working documents should be in place for the start of the summer work schedule.

What We're Working On:

- DNT buildout for Mechanical, Electrical, plumbing and Elevator.
- Additional Fencing installed at Lester Park.
- Lowell Exterior envelope repairs proceeding
- East High School Storm Sewer inspection and Maintenance quote received.
- Conditional Use Permit with City of Duluth for Myers Wilkins guardrail.
- Myers Wilkins classroom build outs.
- Denfeld Walt Hunting Stadium Press Box floor repair.
- CTE East High School Manufacturing space development.
- East High School Weight Room expansion.
- Denfeld Cafeteria Terrazzo floor repairs by WTG flooring.
- DSC Transportation building Expansion.

Upcoming Changes/Improvements to the Department:

- No changes occurred.

Staffing Report:

- Utilities lead will be retiring this month.
- New building engineer for Piedmont

Stats in the Spotlight:

- 234 work orders were completed this includes work orders for Building PM's.
- 264 new and existing work orders and PM's currently in process.

Safety Report for April 2025 School Board Meeting Highlighting March 2025 Activities¹⁴



Department: Safety

HR|Business Services Committee: 04.14.2025

Regular Board Meeting: 04.22.2025

Report Prepared By: Lexie Neff, CSP

Manager's Minutes:

- March had a slight uptick in incidents that required medical care. Statistics on March incidents are still being processed.

What We're Working On:

- **Audits & Inspections**
 - "Safe at Work" anonymous survey was sent to all ISD 709 employees to gather workplace safety and crisis plan opinions and opportunities for growth - 553 total responses. Summary is being put together.
 - Denfeld Automotive lift inspections started - Inspections have all passed, waiting on final report
 - Asbestos identification survey at 1st St building completed - cleanup quote is in progress.
 - Respirable dust testing completed at East HS Wood shop - dust levels were below OSHA Permissible Exposure Limit (PEL), but were above the recommended levels set by the American Conference of Governmental Industrial Hygienists (ACGIH) and National Institute of Occupational Safety and Health (NIOSH). Lexie will be working with the teacher and our insurance company safety representative to find possible solutions.
- **Regulatory Reporting**
 - None needed in March
- **Systems & Technology Updates**
 - Radio repeater installation and radio reprogramming at Lester Park wrapped up
 - Radio repeater updates/install at Lincoln Park Middle School started, but still have room for improvement/
 - Radio Repeater updates/install at East High School to begin after Lincoln Park is completed.
- **Training**
 - None in March.
- **Chemical and Hazardous Waste Disposal**
 - Paint pickup from Denfeld - Done
 - Wet Specimen and chemical pickup for Ordean East - Done
- **Document Updates**
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
 - Progress: 6/53 (1%)

- Documents at final draft stage:
 - Lead Paint Management
 - Bloodborne Pathogens
 - Automotive Lifts
 - Policy 903 (Policy 1080 & 6025)
- **School Crisis Prevention**
 - Instruction documents to assist with new Policy 806 procedures in progress.
 - Training video for families and staff about reunification is in progress. It will be ready for roll out next school year.

Stats in the Spotlight:

- Lexie was out of office the first week of April and didn't have time to complete the statistics for March. March and April updates will be provided at the May meeting.
- **Injury and Incident Statistics (2025 District summary as of 2/28/2025)**
 - **OSHA recordable rate (TRIR) (Goal \leq 1.0): 4.23**
 - Total OSHA recordable cases: 8
 - First aid only injuries: 16
 - Hazard reports: 4



Technology Report for April 2025 School Board Meeting Highlighting March 2025 Activities¹⁸

Department:	Technology
HR Business Services Committee:	04.14.2025
Regular Board Meeting:	04.22.2025
Report Prepared By:	Peter Graves

Manager's Minutes:

- Being past the halfway point of my tenure with the technology department, I am happy to report that I'm working with a group of caring professionals. This team problem solves collectively serving the ISD 709 community. They know their work is both challenging and rewarding.

What We're Working On:

- We're working on collecting quotes for next year's services. We contract services/licenses for network, data, support, and security.
- We are in the planning stage for summer maintenance.
- Upgrades to vital equipment have arrived and training has taken place.

Upcoming Changes/Improvements to the Department:

- We are planning a major Windows update for this summer.

Staffing Report:

- We filled our System Specialist I position after interviews. This position opened after a departure.
- We are now looking to fill an opening in our Field Tech group after an internal transfer.

Stats in the Spotlight:

- Policy Blocked sites (Filter 1) - 4,137,080 (Mar)
This is the number of times a site is blocked based on the policy set for one of our filters.



Transportation Report for April 2025 School Board Meeting Highlighting March 2025 Activities¹⁷

Department:	Transportation
HR Business Services Committee:	04.14.2025
Regular Board Meeting:	04.22.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- We continue to navigate the daily challenges with transporting around 6,500 students for our schools along with Marshall and Stella Maris.
- Our team is dedicated to finding solutions and overcoming obstacles to ensure safe and efficient transportation for all students.

What We're Working On:

- We have moved fully over to Google forms for bus behavior referrals, this has helped with timely reporting for the schools to address busing behaviors. We have moved our van training sign ups over to google forms now as well since the volume of requests for training has grown substantially since most sites have taken possession of their vans.

Upcoming Changes/Improvements to the Department:

- Our lead mechanic has thought ahead and ordered bus parts that are common service items ahead of the tariffs to save the district from purchasing during higher pricing times. It was also good to have them on the shelf so they don't have to wait for parts when they need to repair a bus.

Staffing Report:

- We have 3 bus drivers in training and a possible interview coming up for a fourth. We are still looking for another helper.

Stats in the Spotlight:

- We currently operate 441 runs in total between the district and Voyageur bussing for our students

RESOLUTION

Acceptance of Donations to Duluth Public Schools

18

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	\$130.88	Decodable Generator, UFLI Materials	
Denfeld	Scott Mueller	\$50.00	Denfeld Valleyfair Field Trip	GiveMN Donation
Denfeld	Michelle Williams	\$50.00	Denfeld Valleyfair Field Trip	GiveMN Donation
Denfeld	Natasha Garner	\$25.00	Denfeld Valleyfair Field Trip	GiveMN Donation
Denfeld	Kris Stark	\$50.00	Denfeld Valleyfair Field trip	GiveMN Donation
Denfeld	Nicole Scharte	\$25.00	Denfeld Valleyfair Field Trip	GiveMN Donation
Denfeld	Stanley Jacobson	\$50.00	Denfeld Valleyfair Field Trip	GiveMN Donation
Denfeld	Katie Browning	\$25.00		GiveMN Donation
Denfeld	Liz Proper	\$21.00	Denfeld Valleyfair Field Trip	GiveMN Donation
Denfeld	Kelly Jacobson Butrum	\$75.00	Denfeld Valleyfair Field Trip	GiveMn Donation

Denfeld	Kevin Close	\$25.00	Denfeld Valleyfair Field Trip	19 GiveMN Donation
Denfeld	Jake Smith	\$25.00	Denfeld Valleyfair Field Trip	GiveMN Donation
Districtwide	Papa Murphy's Attn: Mason Akervik	In-kind	Elementary Kindergarten Graduates	The Central Entrance Papa Murphy's location is donating a coupon to every kindergarten graduate in Duluth Public Schools. The coupon is good for one free Mini Murph Pizza Kit and \$2 off coupon for parents. Thank you!
Head Start	Jane Killough	\$50.00	Head Start Transportation	
Lincoln Park	Irving Community Association	\$2,000.00	7th Grade Incentive Program/Katie Siats	Funds were used to take the 7th graders to Mont Du Lac Skiing field trip.
Piedmont	SchoolStore	\$50.00		

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Minnesota Council of Teachers of Mathematics	Becky Starks	Middle School Math Department	\$620.00	The funds would be used to send two middle school math teachers, Stephanie Kiero and Luke Konietzko, to the spring math conference held here in Duluth on April 25, 2025
DPS Fund	Carrie Conley	Denfeld High School	\$600.00	Art Enrichment
DPS Fund	Allison Dingler	Denfeld High School	\$1,290.00	Say it, Write it, Read it
DPS Fund	Cassie Letoumeau	Duluth East High School	\$800.00	Duluth East Popcorn and Coffee Club
DPS Fund	Cassie Letoumeau	Duluth East High School	\$1,184.00	Duluth East Setting 3 Community Outings

DPS Fund	Jim Carlson	Duluth East High School	\$2,000.00	Pottery Club
DPS Fund	Jamie Savre	Duluth East High School	\$1,095.00	Creation of Calming Room
DPS Fund	Amy Bambenek	Laura MacArthur Elementary	\$1,200.00	Literacy Labs / Small Group Learning
DPS Fund	Amanda Goodreau	Laura MacArthur Elementary	\$1,600.00	Developmentally Appropriate Literacy Materials For Preschool
DPS Fund	Alicia Mattsen	Lester Park Elementary	\$300.00	Social, Emotional and Behavioral Books for Kids
DPS Fund	Meghan Lozinski	Lincoln Park Middle School	\$2,000.00	Culturally Responsive Books
DPS Fund	Jennifer Eckel	Lincoln Park Middle School	\$744.00	National History Day Exhibit Support
DPS Fund	Megan Bennett	Myers-Wilkins Elementary	\$1,500.00	NVSI Library Books for new site
DPS Fund	Charlotte Ascherman	Ordean East Middle School	\$500.00	Let's read together "La Capibara con botas" (The Capybara with boots)
DPS Fund	Debra Hannu	Ordean East Middle School	\$2,000.00	Exploring the Presenting (Displaying) Standards
DPS Fund	Kristin Paschen	Ordean East Middle School	\$1,000.00	PBIS BARK Store - Continuation

DPS Fund	Natalie Hooper	Ordean East Middle School	\$2,000.00	Re-establishing 8th Grade Visual Arts at Ordean East Middle School
DPS Fund	Danielle Vang	Ordean East Middle School	\$500.00	History Day Exhibit Boards
DPS Fund	Sarah Walker-Davis	OtherPreschool Birth to Age 5	\$1,000.00	ECFE-Exploring Indigenous Perspectives Together In Nature
DPS Fund	Jessica Bradley	Piedmont Elementary	\$2,000.00	Present Panther Power
DPS Fund	Danielle Seitz	Rockridge Academy	\$3,700.00	Sensory Space
MN Department of Health	Lexie Neff	District Wide - Safety, Health, and Environmental Coordinator	60,000.00	Grant funds are for decreasing the level of lead in water in schools. Grants are awarded based on number of impacted people, age of impacted people, and percent of tests that were over 5ppb at the time of the last testing (2021 for ISD 709). This was recommended by the Facilities Director, it has not been discussed with principals yet. Unsure if it would need to be, as work would be done over the summer.

HUMAN RESOURCES ACTION ITEMS FOR:**CERTIFIED APPOINTMENT**

ANDERSON, KENDRIC A
KENNEDY-ANDERSON, KRISTEN M

POSITION

LTS ADSIS READING INTERVENTIONIST TOSA/LESTER PARK, (BA) III 1, 1.0, FINN K. MATERNITY LEAVE
MIDDLE SCHOOL PRINCIPAL/ORDEAN EAST, 46 WK, \$129,593.00/YR, LEHNA S. RETIRED

EFFECTIVE DATES

04/15/2025
08/04/2025

CERTIFIED LEAVES

ANTONICH, BRENDA L
JOHNSON, STACY L
SAXTON, JESSICA EC
WILLIAMS, SHERYL A

POSITIONS

GRADE 1 - HOMECROFT ES
GRADE 5 - PIEDMONT ES
GUIDANCE COUNSELOR SECONDARY - MARSHALL SCHOOL
EARLY CHILDHOOD SERVICES COORDINATOR/DSC

EFFECTIVE DATES

05/08/2025 06/06/2025
04/24/2025 06/06/2025
08/25/2025 06/05/2025
08/11/2025 06/12/2025

CERTIFIED RESIGNATION

BILANCIA, ALEXA M
JOHANIK, SCOTT E
RUPP, KENDRA D
SCHUCHMAN, HEIDI K
YOUMANS, EMILY P

POSITION

GRADE 4 SPANISH IMMERSION - LOWELL ES
GRADE 3 - LAURA MACARTHUR ES
SPED SPEECH LANGUAGE PATH - LOWELL ES
DISTRICT ASSESS COORD - DW
VISUAL ARTS - EAST HS

EFFECTIVE DATES

06/06/2025
04/07/2025
06/06/2025
03/20/2025
06/06/2025

CERTIFIED RETIREMENT

FLORESTANO, ANGELO A
LINDBERG, TIM C

POSITION

REVISED DATE SOCIAL STUDIES - DENFELD HS
SPED WORK EXP - DENFELD HS

EFFECTIVE DATES

07/25/2025
06/06/2025

NON-CERT APPOINTMENT

CARPENTER, ELIZABETH-ROSE S
GILLIAM, ELLIOTT D
KALLOS, OLIVIA S
LITTLE, JAMES P
OLSON, AMITY M
PERRY, GARY W
THOEN-STAMM, ANNA M
WARD, SAMSON J

POSITION

HOURLY MONITOR/CONGDON, 23/38WKS, \$15.00/HR
BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.08/HR,
PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$20.49/HR, TAKAHASHI-PETERSON Y. TRANSFER
NUTRITIONAL SERVICE ASST/LINCOLN PARK, 30/38WKS, \$15.68/HR, PAULSON L. RESIGNED
HOURLY MONITOR/LESTER PARK, 23/38WKS, \$15.00/HR
SPED STUDENT SPECIFIC PARA/DISTRICT WIDE, 37.5/38WKS, \$22.49/HR, GLEMBIN T. TRANSFER
SPED BUILDING WIDE PARA/LAKEWOOD, 31.25/38WKS, \$20.75/HR, LOCHNER, H RESIGNED
BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$21.08/HR, GREENBERG J. RESIGNED

EFFECTIVE DATES

03/10/2025
03/24/2025
04/07/2025
03/17/2025
03/24/2025
03/19/2025
03/11/2025
03/17/2025

NON-CERT LEAVES

LARSON, ELIZABETH J
MARPLE, BROOKE K
PAHL, KATELYN L

POSITIONS

SPED BW PARA - CONGDON PARK ES
TECH TUTOR PARA - DENFELD HS
SPECIAL SERVICES SUPERVISOR/DSC

EFFECTIVE DATES

03/17/2025 06/06/2025
03/18/2025 04/09/2025
04/21/2025 07/18/2025

NON-CERT RESIGNATION

ANDERSON, SOMMER M
PERKINS, REBECKAJO L
SWONGER, AMANDA L

POSITION

SPED PROG PARA SETTING III/IV - LINCOLN PARK MS
SPED STUDENT SPECIFIC PARA SETTING III/IV - STOWE ES
HRLY CAFE/PLYGRND MONITOR - PIEDMONT ES

EFFECTIVE DATES

05/02/2025
02/25/2025
03/18/2025

NON-CERT RETIREMENT

JOHNSON, JULIE A
KOLDEN, DANIEL L

POSITION

SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES
ENGINEER II - ROCKRIDGE ACADEMY

EFFECTIVE DATES

07/01/25
07/02/25

NON-CERT TERMINATION

GJERDAHL, JESSIE R
MCCARSON, KATHLEEN M
WIRTA, VANESSA

POSITION

SCHOOL CUSTODIAN 1
SPED BW PARA - ORDEAN-EAST MS
SCHOOL CUSTODIAN 1

EFFECTIVE DATES

03/04/25
03/10/25
02/28/25



CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

<p><u>Title of Immediate Supervisor:</u> Assistant Superintendent</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> <u>Network Architect/Administrator, Digital Innovation Specialist, Field Support Technician, Google Workspace Administrator, and Technology Clerical</u></p>		<p><u>Pay Grade Assignment:</u> Individual Employment Agreement linked to the Education Directors Association Agreement.</p>

General Summary or Purpose Of Job:

Manages the District’s comprehensive technology ecosystem, encompassing instructional, administrative, and security programs. Coordinates all phases of district-wide technology processes, including strategic planning, contracting, procurement, implementation, maintenance, and cybersecurity. Provides expert advice and strategic guidance to the Assistant Superintendent and District leadership on emerging technology trends and their impact on education, ensuring compliance with Minnesota state regulations and educational standards.

<p>DUTY NO.</p>	<p>ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)</p>
<p>1.</p>	<p>Oversees all management information systems, including databases, software, hardware, network infrastructure, telecommunications, cloud services, cybersecurity measures (firewalls, intrusion detection/prevention, data loss prevention), internet filtering, and related systems. Researches and ensures compliance with federal and Minnesota state laws and regulations on technology and data privacy (e.g., FERPA, COPPA, Minnesota Government Data Practices Act (MGDPA), Student Data Privacy Act). Manages cloud-based systems and related security.</p>
<p>2.</p>	<p>Supervises and coordinates the activities of technology-related personnel, including network administrators, systems engineers, cybersecurity specialists, data analysts, and support technicians. Fosters a collaborative and high-performing team environment.</p>



CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

3. Develops and maintains the District's comprehensive technology strategic plan, aligning with educational goals, Minnesota Department of Education (MDE) technology initiatives, and emerging technologies ~~(e.g., AI, personalized learning platforms)~~. Chairs the District Technology Committee, providing guidance and direction for unified planning and implementation. Develops and implements a robust technology disaster recovery and business continuity plan, including data backup, recovery, and cybersecurity incident response. Performs risk assessments and vulnerability analyses.
4. ~~Develops Forecasts, plans,~~ and manages the District's technology budget, ensuring cost-effectiveness and alignment with strategic priorities, including state technology funding opportunities. Manages/facilitates the district's E-rate filing process. Approves all technology-related purchases and contracts. Develops and maintains hardware and software standards and specifications. Manages vendor relationships and negotiates contracts, adhering to procurement guidelines.
5. Determines and approves appropriate technologies and processes for instructional and administrative uses. Collaborates with curriculum directors and instructional leaders to integrate technology effectively into the curriculum, supporting personalized learning environments, digital curriculum development, and the evaluation of the effectiveness of technology in instruction. Evaluates and pilots emerging technologies to enhance teaching and learning, aligning with Minnesota's academic standards.
6. Develops and implements a comprehensive professional development plan to train staff on the effective and efficient use of technology related to security and student information systems. Provides training administration and direct training as needed. Determines training needs, courses, instructors, schedules, and facilities, including training on educational technology platforms.
7. Participates in District and state technology committees. Chairs the District Technology Committee. Participates in Superintendent's Cabinet meetings as needed. Serves as a liaison for the School Board on technology matters. Represents the District at regional and national technology conferences. Designs and contributes to statewide technology initiatives. Communicates effectively with stakeholders on technology initiatives and issues, including parents and the community.
8. Develops and implements strategies to promote digital equity, ensuring all students have equitable access to technology and digital learning resources.
9. Implements a best-in-class ticketing systems for technology related needs, repairs, and maintenance. Develops protocols to ensure tickets are completed accurately, and in a timely manner.
10. Performs other duties of a comparable level or type.



CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- Master's degree in management information systems, information technology, computer science, cybersecurity, or a closely related field and a minimum of five years of progressive experience in technology leadership and management, preferably in a Minnesota educational setting OR a Bachelor's degree in information technology, computer science, cybersecurity, or a closely related field and a minimum of seven years of progressive experience in technology leadership and management, OR a combination of education and extensive information technology and leadership experience totaling ten years. -
- ~~Demonstrated experience in network infrastructure, cybersecurity, data management, and cloud technologies.~~
- ~~Proven ability to develop and manage budgets and strategic plans.~~
- ~~Knowledge of educational technology trends and best practices.~~
- ~~Strong understanding of data privacy and security regulations, including Minnesota-specific regulations.~~
- ~~Experience in managing technology teams.~~
- Experience in addressing digital equity issues and implementing strategies to support diverse learners.
- Prior experience working in a K-12 school district is preferred.

Certification or Licensing Requirements (Preferred prior to job entry):

- ~~Certified Information Systems Security Professional (CISSP)~~
- ~~Certified Information Security Manager (CISM)~~
- ~~CompTIA+ Security+~~
- ~~Certified Education Technology Leader (CETL)~~
- Project Management Professional (PMP)
- ITIL Certification
- ~~Relevant certifications related to cloud technologies (e.g., AWS, Azure, Google Cloud)~~

Knowledge Requirements:

Requires knowledge of:

- Demonstrated knowledge of network infrastructure, cybersecurity, data management, and cloud technologies.
- Knowledge of educational technology trends and best practices.
- Strong understanding of data privacy and security regulations, including Minnesota-specific regulations.
- Familiarity with E-Rate Program.
- School finance and budgeting, ~~including Minnesota school funding mechanisms.~~
- Personnel management, training, and development.
- Data management, network structures, and management, including routers, firewalls, and cloud infrastructure.
- Cybersecurity principles and practices, including risk assessment, vulnerability management, and incident response.



CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

- Data analysis and reporting.
- Knowledge of current and emerging educational technologies, including Minnesota's educational technology initiatives.
- Understanding of Minnesota's educational standards and curriculum frameworks.

Skill Requirements:

Skilled in:

- Developing and managing budgets and strategic plans.
- Managing technology teams
- Addressing digital equity issues and implementing strategies to support diverse learners.
- ~~Microsoft Network Systems and Windows Server administration.~~
- Network design, implementation, and management, ~~including cabling, hardware, and software.~~
- Cloud platform management and security. ~~(AWS, Azure, Google Cloud).~~
- ~~Cybersecurity incident response and management.~~
- Software management and deployment.
- Training and professional development delivery.
- ~~Operating systems administration (Windows, macOS, Linux, ChromeOS, server platforms).~~
- Voice over IP (VoIP) and unified communications management.
- Strong communication and interpersonal skills.
- Problem-solving and decision-making skills.
- Project management skills.
- Familiarity with ~~Minnesota's~~ student information systems (SIS).



CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.		√		
Up to 100 lbs.	√			
More than 100 lbs.	√			
General Environmental Conditions:				
<p>Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.</p>				
General Physical Conditions:				
<p>Work can be generally characterized as:</p> <p>Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.</p>				

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		



CLASSIFICATION DESCRIPTION

TITLE: Director of Technology

Job Classification History:

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CLASSIFICATION DESCRIPTION

District Community Education ~~Coordinator~~Director

<p><u>Title of Immediate Supervisor:</u> -Assistant Superintendent</p>	<p><u>Department:</u> Community Education</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Coordinator Duluth Adult Education, Facilities Use Coordinator, Community Schools Area Coordinator, Community Schools Program Coordinator, Community Schools Building/Program Coordinator, Safe Routes to School Coordinator, OST Site Supervisor (Lead), Duluth Early Childhood Services Coordinator/Head Start Director, ECFE/School Readiness Specialist Teacher, Teacher, Paraprofessional, Office Support Specialist <u>and relevant positions as assigned by supervisor.</u></p>		<p><u>Pay Grade Assignment:</u> Duluth District-Wide Instructional Administrators' Association, Pay Class II-A</p>

General Summary or Purpose Of Job:

Provides strategic direction, ~~supervision and~~visionary leadership and comprehensive oversight for the Community Education Program, which ~~consists-encompasses a diverse portfolio~~ of educational, recreational, enrichment, cultural, ~~and~~ human service and adult education programs (including GED preparation and English as a Second Language). This role is responsible for ensuring the program effectively addresses the evolving programs designed to meet the identified needs of all residents, optimizes the utilization of the community and maximize the use of school facilities, and fosters a culture of lifelong learning and community engagement through innovative and data-driven initiatives.

<p>DUTY NO.</p>	<p>ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)</p>
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District Community Education ~~Coordinator~~ Director

<ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 	<p>Prepares, <u>manages</u> and <u>strategically aligns</u> administers a fiscally-responsible Community Education Department budget <u>with program goals and community needs</u>. Makes <u>data-informed</u> programmatic and budget recommendations to the administrative team and to the School Board regarding community education fund expenditures. <u>Proactively identifies and secures alternate</u> Seeks additional revenue <u>streams</u> through State, <u>federal</u>, -and local grants, <u>sponsorships, and partnerships</u>.</p> <p>Plans, develops and implements, <u>and evaluates a diverse range of high-quality on a District-wide basis</u>, programs and services <u>across the district, including in the following areas</u>: after school youth, adult <u>education and</u> enrichment, early childhood family education, school readiness and pre-kindergarten, driver education, special needs, community use of school facilities and senior citizens. <u>Ensures programs are aligned with best practices, incorporate innovative delivery methods, and meet the diverse needs of the community</u>. Interprets and ensures compliance with federal and State guidelines/statutes and reporting <u>requirements</u>, and school district policies.</p> <p>Provides leadership, supervision, including performance appraisal, hiring and <u>comprehensive</u> training of <u>to</u> all staff district-wide including specialist teachers, teachers, supervisors, coordinators, supervisory assistants, office support specialists and <u>adult education instructors</u>. <u>Fosters a collaborative and high-performing environment</u>. the part-time staff employed by the Community Education program. Recommends staff compensation levels to the Human Resource Department. Evaluates teachers under their supervision, providing feedback, supporting professional development initiatives, and facilitating related training.</p> <p><u>Leads strategic planning initiatives to ensure the long-term sustainability and growth of the Community Education Program</u>. Coordinates staff team building, evaluation and <u>data-driver</u> problem-solving activities. Supports district aims and goals. Develops goals and objectives, <u>facilitates effective</u> staff communication, <u>implements</u> situational management <u>strategies</u> and <u>develops</u> long-range plans. Facilitates and participates in staff meetings, with each program, support level staff, parent/community advisory councils, district and state level meetings.</p> <p>Develops and <u>nurtures strong</u>, maintains collaborative <u>relationships</u> programs with city and county departments, and with local non-profit agencies, <u>businesses and community organizations</u>. <u>Leverages partnerships to expand program reach and resources</u>. Works with community groups and advisory councils, such as the Family Service Collaborative, Service Learning Committees, Community Education Advisory Council, and the Parks and Recreation Board, to facilitate program implementation <u>and address community needs</u>.</p> <p><u>Develops and implements comprehensive marketing and communication strategies</u> to <u>promotes, markets</u> and publicizes, on a District-wide basis, community education programs <u>district-wide</u>. <u>Utilizes a variety of</u> Uses print, digital, and social media platforms <u>to reach diverse audiences</u>. and electronic media to market programs. Promotes an understanding and support for all of the District's <u>district</u> programs by making presentations at school board <u>meetings</u>, PTA <u>gatherings</u> and other community <u>groups events</u>. Publishes and distributes the community education catalog to community residents and households.</p>
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District Community Education ~~Coordinator~~ Director

- 7. Develops and implements policies and policies and procedures that are related to youth service and youth leadership activities, including a robust summer enrichment program, fostering youth development and engagement. Collaborates with summer school leadership to support the planning, implementation, and evaluation of summer programs, ensuring alignment with district goals.
- 8. Maintains proficiency in relevant technology, including online registration systems, data management, learning management systems, and communication platforms. Utilizes data analytics to assess program effectiveness, identify trends, and inform strategic decision making.
- 9. Performs other duties of a comparable level or type.

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a baccalaureate degree in Community Education, Education, or a closely-related field, and a minimum of five years experience as a community education director or assistant community education director in a large urban or diverse school district; Demonstrated experience in strategic planning, data analysis, and technology integration is essential. Proven leadership in developing and implementing innovative community-based programs is required. Alternatively, an equivalent combination of education, training, and/or experience demonstrating the ability to successfully perform the essential functions of the work, including advanced leadership and management skills, fiscal accountability, and community engagement expertise. or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

Community Education Director’s license issued by the Minnesota Department of Education.

Knowledge Requirements

Requires comprehensive knowledge of:

- Community Education philosophy, and goals and contemporary trends in lifelong learning.
- Local community and governmental agencies and their respective roles in community development.
- Team facilitation, conflict resolution, and the collaborative process, including multi-stakeholder engagement.
- General school operations, finance, policies and facility utilization, with a strong understanding of school district strategic goals.
- Youth development and youth service models including evidence based practices and your leadership development.

District Community Education ~~Coordinator~~ Director

- Principles, methods and practices of administration and personnel supervision, including performance management and talent development.
- Pre-kindergarten and early childhood and family education standards, curriculum, assessments and best practices, and their alignment with state and national standards.
- Grant writing and securing alternative funding sources.
- Data analysis and interpretation for program evaluation and strategic planning.
- Technology integration in program delivery and administration.

Skill Requirements
Requires knowledge of:

- Assessing community needs, and developing, organizing and managing effective ongoing programs using data driver approaches and strategic planning.
- Program promotion and marketing strategies, including digital and social media platforms.
- Administering complex department budgets, and the ability to monitor and control program budgets with a wide variety of funding sources, fiscal accountability and strategic resource allocation.
- Excellent verbal, written, presentation and listening communication skills, including public speaking and stakeholder engagement.
- Recruiting, selecting, training and evaluating staff in certified, non-certified, coordinator and support positions, with a focus on team building and professional development.
- Ability to provide leadership to a broad range of individuals and programs, fostering collaboration and innovation.
- Conflict resolution and problem solving, using collaborative and data-informed approaches.
- Utilizing a range of computer-software applications, including such as MDS-Word, MS-Excel, Microsoft and Google platforms, fiscal management systems budgeting software, and student information and registration systems, and scheduling software learning management systems and data analysis tools to enhance program management and decision-making.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	

CLASSIFICATION DESCRIPTION

District Community Education ~~Coordinator~~ Director

	Climb or balance	√			
	Stoop/kneel/crouch or crawl	√			
	Talk and hear				√
	Taste and smell	√			
Lift & Carry:	Up to 10 lbs.		√		
	Up to 25 lbs.	√			
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

The typical noise level is considered to be quiet.

General Physical Conditions:

Work can be generally characterized as:

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report APRIL 14, 2025 Committee Meeting

BUDGET SUMMARY

4/11/2025

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	July - June	
General	01	\$ 121,223,653.72	\$ 125,811,423.49	\$ 70,907,561.18	\$ 5,961.56	\$ 54,909,823.87			56%	
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 3,290,755.61	\$ -	\$ 2,709,244.39			55%	
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 2,347,795.84	\$ -	\$ 3,984,395.01			37%	
Community Ed	04	\$ 8,577,600.00	\$ 8,662,818.02	\$ 4,159,788.58	\$ -	\$ 4,503,029.44			48%	
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 822,651.55	\$ -	\$ 1,949,523.88			30%	
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 2,413,402.82	\$ -	\$ 25,653,882.18			9%	
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00			0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 921,730.29	\$ -	\$ 28,269.71			97%	
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 303,783.03	\$ -	\$ (27,519.03)			110%	
REVENUES	TOTALS:	\$ 174,475,269.00	\$ 179,148,256.79	\$ 85,167,468.90	\$ 5,961.56	\$ 93,986,749.45			48%	

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	July - June	
General	01	\$ 122,071,417.00	\$ 123,151,409.84	\$ 93,730,995.14	\$ 2,081,696.26	\$ 27,338,718.44			78%	
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 3,919,941.04	\$ 1,046,300.29	\$ 1,089,756.67			82%	
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 7,142,428.76	\$ 276,344.94	\$ (634,974.70)			109%	
Community Ed	04	\$ 7,817,759.00	\$ 7,926,977.02	\$ 5,590,253.09	\$ 22,381.59	\$ 2,314,342.34			71%	
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 6,566,657.90	\$ 576,393.19	\$ (234,429.66)			103%	
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 863,462.61	\$ 866,854.25	\$ (736,885.29)			174%	
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 27,392,333.10	\$ 2,000.00	\$ (803.10)			100%	
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00			0%	
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 1,025,547.90	\$ -	\$ (95,983.90)			110%	
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 255,101.57	\$ 20,899.40	\$ 103,992.03			73%	
EXPENSES	TOTALS	\$ 179,410,183.00	\$ 180,787,056.86	\$ 146,486,721.11	\$ 4,892,869.92	\$ 29,407,465.83			84%	

Extra Curricular Fund 01 Prog 298
 Revenue \$ 344,754.15
 Expense \$ 450,811.39

**Fundraisers Reported
March 2025**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Drama	\$750.00	Selling \$25 gift cards for \$25
Denfeld HS	Softball	\$17,000.00	Coupon Books
Denfeld HS	Baseball	\$17,000.00	Coupon Books
Lincoln Park MS	6 th Grade Class	\$250.00	Pizza Ranch Night - percentage of sales

PAN-O-GOLD Baking Co.
ST. CLOUD OFFICE

3/13/2025

To: Stacy Bergstedt
Duluth Schools

From: Jason Revenig

Signature: 

Subject: 20025-26 Bread Bid

Hi Stacy,

Pan O Gold would like to extend our contract with you for the 2025-26 school year. The following will be our pricing for the 2025-26 school year.

	<u>Current</u>	<u>2025-26 school year</u>
1 ½ # Whole Grain Bread	2.30	2.65
Whole Grain 4" Hamb. Buns 60ct	9.75	11.25
Whole Grain 3.5" Hamb Bun 60ct	9.75	11.25
Whole Grain Hoagie Buns 24ct	5.25	5.40
Whole Grain Weiner Buns 12ct	2.65	2.70
Whole Grain Dinner Roll 12ct	2.45	2.60

Thank you

Jason Revenig
Pan O Gold Baking Co.
1-800-444-7005
jrevenig@panogold.com

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
EST 1967

March 12, 2025

Cathy Holman
Purchasing Coordinator
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Dear Cathy,:

Upper Lakes Foods is pleased to renew with Duluth Public Schools, ISD 709 for the upcoming 2025-2026 school year. The mark-up is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

10.50% Mark-up Per Case - Grocery

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

*Please sign below and return via email or mail.

Sincerely,

Renee Parks
Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
rparks@ulfoods.com

3/12/2025
Date

Cathy Holman
Purchasing Agent

3-13-25
Date

*pending board approval - April 22, 2025
eth

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
 EST 1967

TO: School Food Authority –Duluth Public Schools, ISD 709
 FROM: Denise Sorensen
 DATE: March 12, 2025
 SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following.

Commodity fee per district dry or frozen \$4.25 per case
 Plus, handling and storage pass through fee charged by Wisconsin/Soldier Trucking and Storage per case.

Diverted/processed commodities:

Commodity fee per district dry or frozen \$4.25 per case
 Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2026.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR: UPPER LAKES FOODS, INC.
 CONTACT PERSON: DENISE SORENSEN
 ADDRESS: 801 INDUSTRY AVENUE
 CITY/STATE/ZIP: CLOQUET, MN 55720
 TELEPHONE: (218) 879-1265 Ext. 4379
 EMAIL: denisesorensen@ulfoods.com

SCHOOL FOOD AUTHORITY:

CONTACT PERSON:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE:

EMAIL:

SFA REPRESENTATIVE SIGNATURE:

DISTRIBUTOR REPRESENTATIVE SIGNATURE:

Duluth Public Schools - ISD 709
Sheila Oak, Stacy Bengstedt
709 Partin Johnson Drive
Duluth, MN
218-336-8707
Sheila.oak@isd709.org
Sheila A Oak, DTR
Kevin Peris

LEASE
between
NORTHWOOD CHILDREN'S SERVICES
DULUTH, MINNESOTA
and
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1st day of July, 2025 by and between, and Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called the Lessor and Independent School District #709, a public corporation, party of the Second Part, hereinafter called Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee hereby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 4000 West 9th Street, designated as Merritt Creek Academy having a floor space of 24,995 heretofore referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2025, until the 1st day of July, 2028, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2025, and ending June 30, 2028, the sum total of One Hundred and Twenty Three Thousand Two Hundred and Fifty Five Dollars and Ninet Six Cents(\$123,255.96). This shall be paid in monthly installments of \$10,271.33 due on the first day of each month.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto. And for no other use or purpose without the written consent of Lessor. Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

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3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

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6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areas, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.

use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an

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extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

- a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.
- b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general liability insurance, in the amount of or greater than One Million Dollars (\$1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor

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and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

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SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN’S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Merritt Creek Academy.

1. Merritt Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

	<u>Lessor</u>	<u>Lessee</u>
a. Heat	X	
b. Water	X	
c. Sewage	X	
d. Electricity	X	
e. Telephone		X
f. Lawn Care	X	
g. Garbage Removal	X	
h. Snow Removal	X	
i. Janitorial Service	X	
j. Security	X	
k. Other (as agreed once specified)	X	X
	r	
_____	_____	_____
_____	_____	_____

2. Merritt Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

	<u>Lessor</u>	<u>Lessee</u>
a. Windows	X	
b. General Exterior	X	
c. Roof	X	
d. Structural	X	
e. Interior of Leased Premises	X	
f. Parking Lot and Driveway	X	
g. Sidewalks, drainage & lawns	X	
h. Interior Plumbing of Leased Premised	X	
i. Exterior Plumbing of Leased Premises	X	
j. Electrical of Leased Premises	X	
k. Heating and Mechanical	X	
l. Replacement of existing desks, chairs,		X
_____	_____	_____

3. Insurance. Parties shall secure and pay for insurance as follows:
- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
 - b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___ Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.
4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.
6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.
7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessor: President & CEO
 Northwood Children's Services
 714 W. College Street
 Duluth, Minnesota 55811

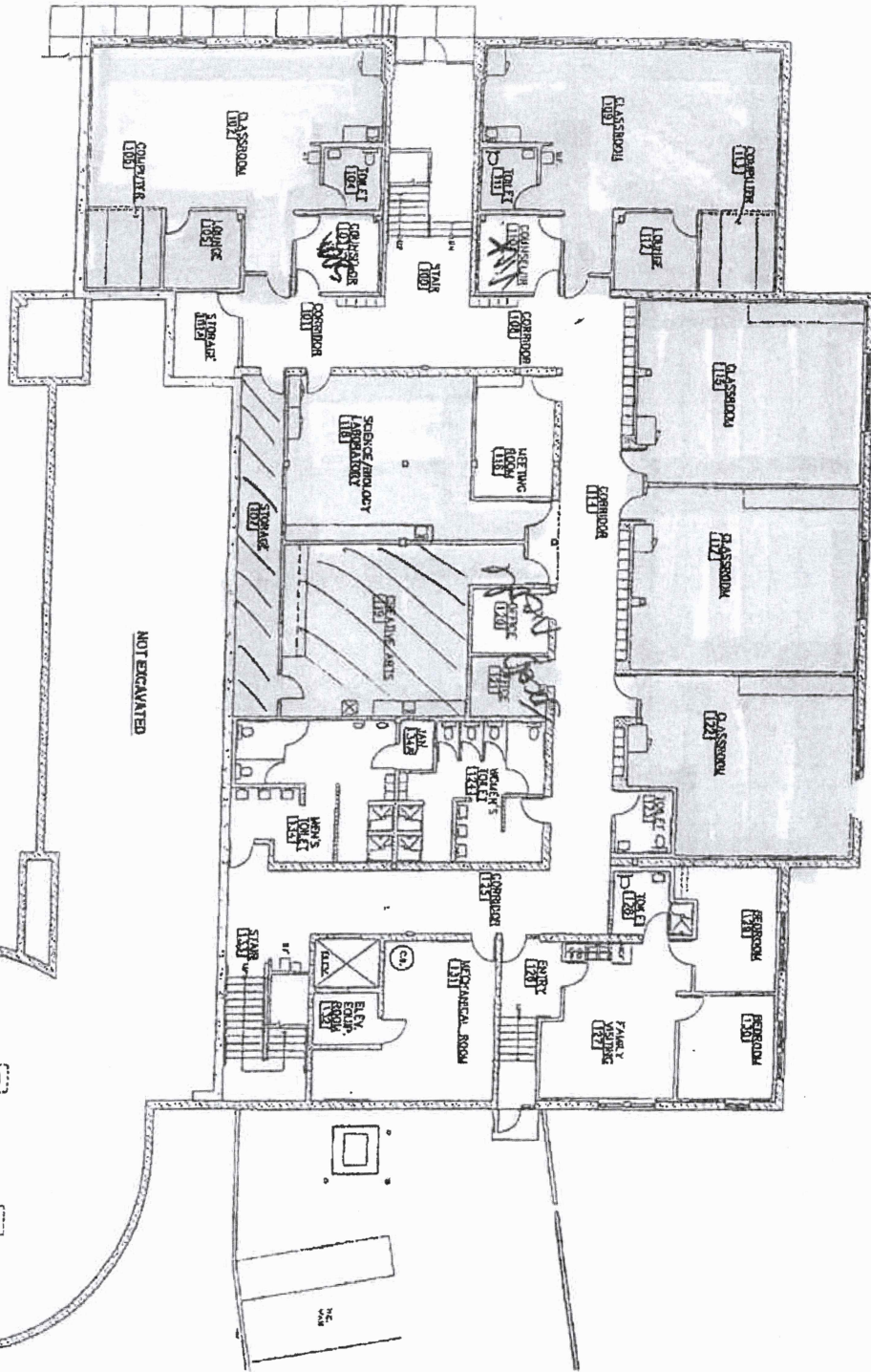
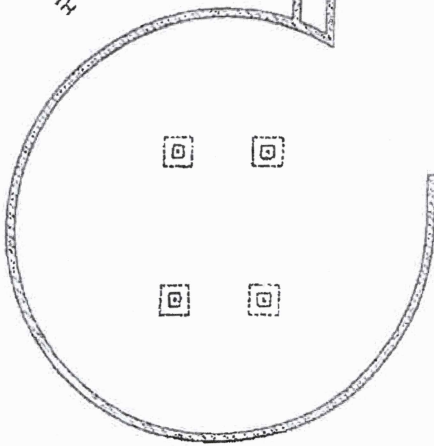
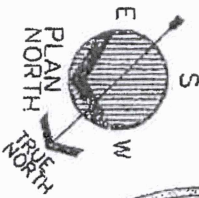
Lessee: Director of Business Services
 Independent School District No. 709
 709 Portia Johnson Dr
 Duluth, Minnesota 55811

Page 2 of 3

Shared Space:



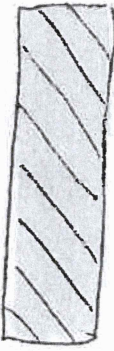
LOWER LEVEL FLOOR PLAN
M. J. J. J.
 NO SCALE



John Ivey Thomas Associates Inc.
 AIA Architects
 413 East Superior Street
 Duluth, Minnesota 55802
 Phone: 722-8271 Fax: 722-9550
 E-Mail: jitassoc@cpinternet.com

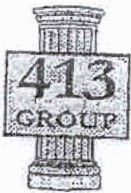
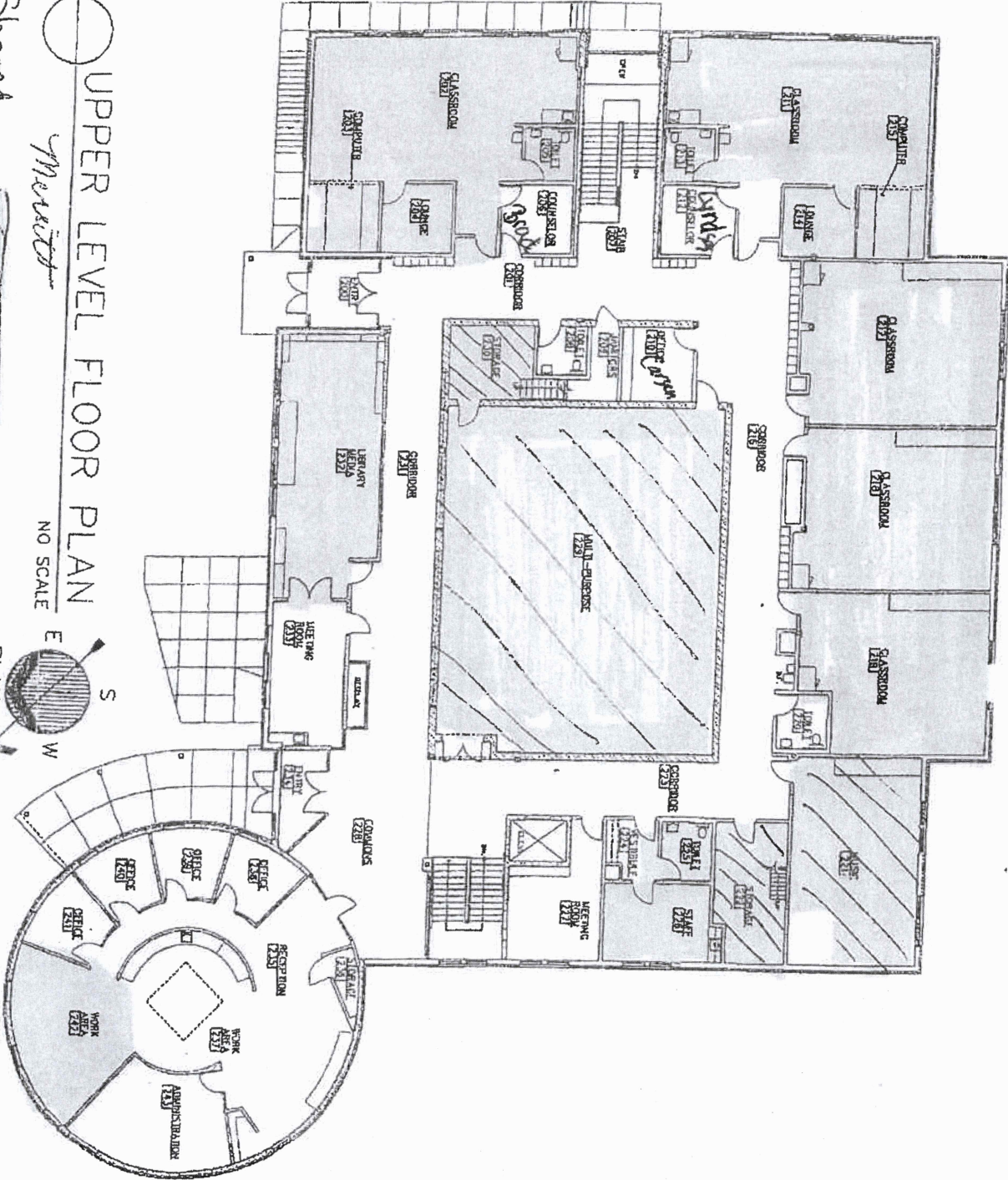
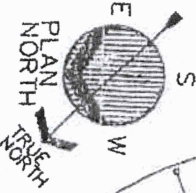
Northwood School Children's
 Services - West Camous
 Duluth, Minnesota

Job No. 9825	Date:
Drawn By:	Drawer:
01:	

Shared Space: 

UPPER LEVEL FLOOR PLAN
Merritt

NO SCALE



John Ivey Thomas Associates Inc.
AIA Architects
413 East Superior Street
Duluth, Minnesota 55802
Phone: 722-8271 Fax: 722-9550
E-Mail: jitassoc@cpinternet.com

Northwood School Children's
Services - West Camous
Duluth, Minnesota

Job No. 9325	Date:
Drawn By:	Drawer:
Or:	

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into effective as of July 1, 2025 and between the INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of Minnesota ("Landlord") and NORTHWOOD CHILDREN'S SERVICES, a Minnesota non-profit corporation ("Tenant").

RECITALS

A. Landlord is the owner of the land, building ("**Building**") and improvements located at 4849 Ivanhoe Street in Duluth, Minnesota and commonly known as "**Rockridge Academy**".

B. Tenant provides holistic and professional care, education, and treatment for children with severe emotional, behavioral, and learning disabilities. (the "**Programs**").

C. Landlord is the local school district and provides education to eligible students residing within its boundaries.

D. Landlord will provide educational services for youth participating in Tenant's programs at Rockridge Academy.

E. Tenant desires to lease space within the Building to provide related services to the youth participating in the Programs.

AGREEMENT

Now therefore, it is agreed by and between the parties hereto as follows:

DATA SHEET

(The provisions set forth in this Data Sheet are supplemented in the General Terms portion of this Lease.)

1. Leased Premises. The Premises is located within the Building and includes the following spaces:

1. Room 115
2. Room 115A
3. Room 116A
4. Room 116C

5. Room 116D
6. Room 116F
7. Room 118
8. Room 119
9. Room 123
10. Room 123A
11. Room 123B
12. Room 123C
13. Room 123D
14. Room 123E
15. Room 123F
16. Room 123G
17. Room 123H
18. Room 124
19. Room 125
20. Room 128

(the "**Leased Premises**"). The Leased Premises includes approximately 3,345 square feet of space. The Leased Premises is depicted on **Exhibit A** attached hereto. In addition to the Leased Premises, Tenant may also use the common areas depicted on Exhibit A including, without limitation, the men's and women's bathrooms, the common corridors, the vestibules, the recycling room (Room 101), the gymnasium (Room 105), the faculty room (Room 114A), the meeting room (Room 113), the technical closet (Room 125A), the work room (Room 117A), and the parking areas, driveways, walkways and grounds (collectively, the "**Common Areas**") in conjunction with Tenant's use of the Leased Premises. Tenant must confirm with Landlord that these areas are not occupied before requesting use.

2. **Improvements By Landlord.** Landlord is not required to make any improvements to the Leased Premises.

3. **Term.** The Term of this Lease shall be one (1) year commencing on July 1, 2025 and ending on June 30, 2026.

4. **Rental Rate.** Annual rent is \$26,224.80 and is due in monthly installments on the first day of each month in the amount of \$2,185.40 each; the foregoing rental rate is inclusive of all utilities - heating, electrical service, water and garbage - and was calculated upon a rate of \$7.84 per square foot and an agreed upon square footage of 3,345 square feet.

LANDLORD:

INDEPENDENT SCHOOL DISTRICT #709,
a public corporation under the laws of Minnesota

By: Simone Zurich

Print: Simone Zurich

Title: Exec. Dir. Finance, Business Services

TENANT:

NORTHWOODCHILDREN'S SERVICES,
a Minnesota non-profit corporation

By: Larry M. Pajari

Print: Larry M. Pajari

Title: CEO

By: Kristi Schulte

Print: Kristi Schulte

Title: Board President

Annual rent is subject to adjustment (positive or negative) if the parties later determine that the number of square feet included in the Premises is more or less than 3,345.

Annual rent shall be increased (but never decreased) by multiplying the annual rent as of each anniversary dates of this Lease by the CPI-U percentage of which is the most recently published Consumer Price Index. As used in this Section, "Consumer Price Index" means the Consumer Price Index Minneapolis-St. Paul, for all urban consumers, all items (CPI-U) or, if that index is discontinued, a comparable index prepared by a governmental agency or a responsible periodical of recognized authority as reasonably selected by Landlord.

5. **Permitted Use.** The Leased Premises shall be used only to provide services to youth and families relating to the Programs (the "Permitted Use"). The Permitted Use does not include the use of the Leased Premises as a residence.

6. **Landlord Address.** ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

7. **Tenant Address.** Northwood Children's Services
714 W College St
Duluth, MN 55811

8. **Hours of Operation.** Monday through Friday from 7:00 a.m. to 4:30 p.m.; provided, however, that the Building will not be open on holidays on which the Landlord's administrative offices are closed or on days or during hours when the Landlord has announced the closure of its schools or a delay in the opening of its schools. Use of the Leased Premises during other hours must be arranged by Tenant with Landlord in advance and will be subject to Landlord's established or typical building use fees.

9. **General Terms.** This Lease includes the General Terms which follow.

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Lease Agreement

GENERAL TERMS

1.0 LEASED PREMISES & TERMS:

1.1 **LEASED PREMISES DEFINED:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leased Premises as that term is defined in the Data Sheet, together with the right to use in common with Landlord and other tenants in the Building, and its and their employees, agents, representatives and invitees, the Common Areas, to the extent necessary to accomplish Tenant's use of the Leased Premises. The use of all Common Areas is subject to reasonable control by Landlord.

1.2 **ACCEPTANCE OF LEASED PREMISES:** Tenant acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Landlord.

2.0 **RENT:** Rent shall be in the amount set forth in the Data Sheet. Monthly installments of rent to be paid in advance on the first day of each and every month to the order of Landlord and at the office set forth in the Data Sheet or at such other place as may from time to time be designated by the Landlord in writing. A prorated monthly installment shall be paid at the current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3.0 **USE:** The Leased Premises shall be used only for the purpose set forth in the Data Sheet. In addition, no part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefor, or which will interfere with the general safety, comfort and convenience of the Landlord and other Tenants of the Building. Except for the lunch and snack programs associated with the Permitted Use, there shall be no sale of food or beverages by any means without the prior written consent of Landlord. Tenant shall not permit intoxicating liquors to be kept or sold in the Leased Premises without the prior written consent of Landlord and then only in compliance with any rules and regulations which may from time to time be adopted by Landlord and any additional conditions Landlord may deem appropriate. Tenant shall not cause or permit any unusual, noxious or otherwise disturbing noise, vibrations, odors or nuisance in or about the Leased Premises. No smoking is allowed within the Building or in any of the Common Areas. Tenant shall obtain and maintain all licenses required for its use of the Leased Premises and it shall comply with all laws regarding its use of the Leased Premises. All use of the Playground must be properly supervised.

3.1 CONTINUOUS OPERATION OF BUSINESS: Tenant shall occupy the Leased Premises and continuously conduct and operate the Permitted Use. Tenant shall install and maintain at all times in the Leased Premises such fixtures, furnishings, fittings and equipment and provide and maintain adequate stocks of supplies and make reasonable efforts to employ or otherwise staff the Leased Premises in a manner adequate to appropriately carry out the Permitted Use at all times.

4. REPAIRS BY LANDLORD: Landlord shall, at its expense, maintain the Building (except for the Leased Premises), the Common Areas and the heating, plumbing, elevator and electrical systems located within the Building, in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the act or negligence of Tenant or Tenant's employees, agents, representatives or invitees, or caused by Tenant's default hereunder. Tenant shall give Landlord prompt written notice of any defect or need for repairs that are Landlord's responsibility after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord shall also provide routine maintenance, including snow and ice removal, general lighting and janitorial service, for the Leased Premises and Common Areas of the Building. Without limitation to the generality of the foregoing, janitorial service shall include emptying wastebaskets daily and premises vacuuming on a weekly basis.

5. REPAIRS BY TENANT: Except as provided in Section 4, Tenant shall at its own cost and expense maintain the Leased Premises in good repair, reasonable wear and tear excepted, and shall permit no waste; provided, however, Landlord shall repair and pay for any damage caused by the act or negligence of Landlord or Landlord's employees, agents, representatives or invitees, or caused by Landlord's default hereunder. Tenant shall be responsible for the replacement of any glass broken by Tenant. Tenant will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Landlord, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for the maintenance and repair of any Tenant improvements or alterations.

6. ALTERATIONS BY LANDLORD: Tenant shall permit Landlord to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Landlord, may be deemed necessary or desirable for the Leased Premises, for any other space in the Building, or for the Building itself (including access to distribution systems above the ceiling of the Leased Premises). Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenants' business. Landlord shall provide Tenant reasonable advance written notice of any alterations, renovations, improvements, restorations, and/or repairs to the Leased Premises.

7. ALTERATIONS BY TENANT: Tenant shall not make any alterations of, additions to, or improvements to the Leased Premises without the prior written consent of Landlord. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Tenant, or claimed to have been so furnished in connection with any work performed

or claimed to have been performed in, on or about the Leased Premises. All requests for the making of alterations of, or additions to, the Leased Premises will, among other things, be submitted to the Landlord. All alterations and additions must be made pursuant to written contracts and copies of the contracts and the waivers required herein must also be submitted for Landlord's written consent. On January 1st of each year, a list of all alterations, additions or improvements made by Tenant in the previous year and their costs must be provided to the Landlord. Alterations, additions or improvements made will, at Landlord's option, be considered to belong to the Landlord upon termination of this Lease.

At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations and additions erected by Tenant and restore the Leased Premises to its original condition; otherwise such improvements shall be delivered to the Landlord with the Leased Premises. All movable office furnishings and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises or the Building. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Landlord may dispose of the same as Landlord deems expedient.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall in all events have the right to prescribe the weight and position of any heavy equipment placed in or on the Leased Premises by Tenant. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Tenant in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Tenant at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Landlord, and all moving of Tenant's property (materials owned by Tenant) in or out of the Leased Premises shall be done only under the direct control and supervision of Landlord; provided, however, that Landlord shall not be responsible for any damage to, or charges for moving such property.

8. **SIGNS:** The Tenant shall not display, inscribe, print, maintain, or affix on any place in or about the Building or the Common Areas any sign, notice, legend, direction, figure or advertisement, that has not been approved by Landlord.

9. **ACCESS BY LANDLORD:** Landlord, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time when the Premises are not being currently used by Tenant, or upon reasonable advance notice at times when the Premises are being used by Tenant, for the purpose of ascertaining the condition thereof, or in order to make such repairs as may be required to be made by Landlord under the terms of this Lease, or as Landlord may deem necessary, or to make any other use of the Leased Premises (it again being understood that Tenant's use is not exclusive and is limited to certain periods of time during certain days of the week). The right of entry reserved shall not be deemed to impose any greater obligation on Landlord to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The

Landlord, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Landlord may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building. In situations not deemed to be emergencies by the Landlord, the Landlord shall make a good faith effort to provide Tenant with 24 hours' notice before entering the office space, and such notice shall be deemed reasonable. Landlord, its agents, and representatives shall also have the right to enter the Leased Premises to provide janitorial services and routine maintenance without providing notice. The parties acknowledge that the Leased Premises will contain client medical records, treatment plans demographic data, and other information that is protected health information (PHI) under federal law. Landlord will notify the Tenant immediately if an inspection or entry of the Leased Premises results in a release of PHI to any person not specifically authorized by the Tenant to receive it.

10. UTILITIES:

A. **HEAT:** Landlord shall furnish heat for normal purposes only, to provide, in Landlord's judgment, comfortable occupancy during the business hours listed in the Data Sheet, holidays excepted, at Landlord's expense. Tenant agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Tenant further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without Landlord's written consent. If Tenant uses excessive services or requests the use of services at times other than the operating hours listed above, Landlord reserves the right to charge for such services. The charge shall be payable as additional rent payable with the next monthly installment. Should Tenant fail to make payment upon demand by Landlord, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Landlord to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Landlord to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

B. **ELECTRICAL SERVICE:** Landlord shall maintain electrical facilities to provide sufficient power for lighting, computers and other machines of similar low electrical consumption, at Landlord's expense. It is understood that Landlord does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Landlord. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

C. **KEYS:** Landlord shall furnish Tenant with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Tenant at a charge by Landlord. All such keys shall remain the property of Landlord. No additional locks or lock changes shall be allowed on any door of the Leased Premises without Landlord's written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all

keys to the Leased Premises, and give to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

D. **GARBAGE:** Landlord shall contract for and provide standard garbage service at Landlord's expense. Any garbage service beyond standard service required by Tenant shall be paid by Tenant as an additional rental.

E. **WATER:** Landlord shall provide water to the Leased Premises at Landlord's expense.

F. **WASTE:** Tenant shall not waste electricity, water, heat, or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating, which shall include keeping all windows closed when heat is on and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Tenant's use.

G. **TEMPORARY INTERRUPTION OF SERVICES:** Except to the extent of Landlord's negligence or intentional misconduct that contributes to any of the following, Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control, or from any temporary failure or lack of services and Tenant shall indemnify Landlord and hold Landlord harmless from any claim or damage because of such inconvenience, loss, damage or injury. No temporary variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder. For purposes of this section 10.G, "temporary" shall mean a time period not to exceed seven (7) consecutive days.

11. **LOCK UP:** At the end of each day, Landlord's maintenance team is responsible for locking up the Leased Premises.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations. Landlord shall give Tenant written notice of any assignment of its rights under this Lease.

13. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this

Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. Such notice shall state Landlord's intention to terminate this Lease not less than thirty (30) days after Tenant's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Tenant in, on or about the Leased Premises regardless of the cause of the damage or destruction.

14. **SUBROGATION:** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

15. **INSURANCE:** Tenant shall, at its own cost and expense to carry public liability insurance protecting Landlord and Tenant in a combined single limit amount of not less than Two Million Dollars (\$2,000,000). All policies of insurance shall name both Landlord and Tenant as insured thereunder and shall protect the interests of Landlord. Certificates of said insurance, providing for not less than fifteen (15) days' notice to Landlord prior to cancellation thereof, shall be furnished to Landlord prior to Tenant taking possession of the Leased Premises and as required by Landlord. Notwithstanding any apparent limitation in this Section to the contrary, Tenant shall provide and maintain public liability insurance in form and amounts customarily carried by prudent operators of similar businesses, and as required, if at all, by any licensing authority regulating Tenant's use of the Leased Premises.

16. **INDEMNIFICATION:** During the term of the Agreement, Tenant will indemnify and save harmless Landlord against any and all claims, debts, demands or obligations which may be made against Landlord or against Landlord's title in the Land arising out of or in connection with any alleged act or omission of the Tenant or any person claiming under, by or through the Tenant; and, if it becomes necessary for Landlord to defend any action seeking to impose such liability, the Tenant will pay Landlord all costs of court and attorneys' fees incurred by the Tenant in effecting such defenses, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgement against Landlord in the litigation in which such claim is asserted.

During the term of the Agreement, Landlord will indemnify and save harmless Tenant against any and all claims, debts, demands or obligations which may be made against Tenant or against Tenant's title in the Land arising out of or in connection with any alleged act or omission of the Landlord or any person claiming under, by or through the Landlord; and, if it becomes necessary for Tenant to defend any action seeking to impose such liability, the Landlord will pay Tenant all costs of attorneys' fees incurred by the Landlord in effecting such defenses, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgement against Tenant in the litigation in which such claim is asserted.

17. RESPONSIBILITY FOR CHILDREN: With respect to damage to the Building or grounds requiring any maintenance, repair, or replacement, (i) all children receiving educational services shall be considered the invitees of the Landlord while they are within the Building or on the grounds (including the Common Areas) and not within the Leased Premises and (ii) all children receiving educational services shall be considered the invitees of the Tenant while they are within the Leased Premises (not including the Common Areas).

18. HAZARDOUS SUBSTANCES: As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic or other ill health effect and shall include petroleum and natural gas and the derivatives and synthetics thereof. Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary and customary to conduct the Permitted Uses of the Leased Premises. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Tenant shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Tenant and Tenant shall give prompt notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall defend, indemnify and hold Landlord and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Section. This provision shall survive the termination of this Lease.

19. HOLDING OVER: Should Tenant, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. The monthly rent during such month-to-month tenancy shall be at one and one half (1

½) times the amount of the monthly rental for the last month of the term of this Lease prior to expiration.

20. **QUIET ENJOYMENT:** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be Events of Default by Tenant under this Lease after Tenant receives thirty (30) days written notice with right to cure:

a. Tenant shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder or the respective due date.

b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

c. Tenant shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

d. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

e. Tenant shall desert or vacate any substantial portion of the Leased Premises.

f. Tenant shall fail to substantially comply with any term, provision or covenant of this Lease.

22. **DEFAULT:** Tenant hereby agrees that in case of an Event of Default, then, in any such event, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, at Landlord's option, Landlord may annul and cancel this Lease as to all future rights of Tenant. Tenant further agrees that in case of any such termination Tenant will indemnify the Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Tenant, loss or diminution of rents and other damage which Landlord may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Landlord, with or without knowledge of breach, nor failure of Landlord to act on account of any breach hereof, or

to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one.

In the event Tenant fails to pay any installment of rent hereunder within ten (10) days of its due date then Tenant, if permitted by law, shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment. The provision for such late charge shall be in addition to all Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

23. **REAL ESTATE TAXES:** If, because of this Lease, any real estate taxes (or taxes in lieu of real-estate taxes) or other ad valorem taxes are imposed upon Landlord or Tenant or all or any portion of the Leased Premises, the Building or the Common Areas, Tenant will pay such taxes attributable to Tenant's use of the Leased Premises.

24. **SUBORDINATION OF LEASE:** The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Tenant's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Tenant is not in default hereunder. This Section is self-operative and no familiar instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. Tenant at the option of any mortgagees, or the Landlord under any such ground lease or underlying lease, agrees to atom to such mortgagee or Landlord in the event of a foreclosure sale or deed in lieu thereof or termination by the Landlord of any such lease. Failure of the Tenant to execute any of the above instruments within fifteen (15) business days of written request so to do by Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein.

25. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or by Tenant to Landlord shall be deemed to be complied with, when and if, the following steps are taken:

a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set out in the Data Sheet, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

c. Any notice or document required or permitted to be delivered hereunder by Landlord to Tenant also shall be deemed to be delivered if and when delivered personally to Tenant at the Leased Premises.

26. **RULES AND REGULATIONS:** Tenant shall observe such rules and regulations which from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of Landlord and the occupants of the Building.

27. **ESTOPPEL CERTIFICATE:** Tenant agrees, within ten (10) business days after request of Landlord, to deliver to Landlord, or Landlord's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Landlord is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

28. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted subtenants, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Tenant shall not be deemed waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Payment by Tenant of rents with knowledge of a breach of this Lease by Landlord shall not be deemed waiver of such breach, and Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Tenant.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Landlord

and Tenant and shall not be modified or amended in any manner except by an instrument in writing executed by Landlord and Tenant.

f. Time is of the essence.

29. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Section or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

28. **RIGHT TO RENEGOTIATE LEASE:** If (1) the day treatment or residential programs operated by Tenant in Duluth, Minnesota are discontinued or (2) expanded, then Tenant may provide notice to Landlord that Tenant wishes to renegotiate this Lease and Landlord and Tenant shall meet and endeavor to come to agreement on amendments to this Lease.

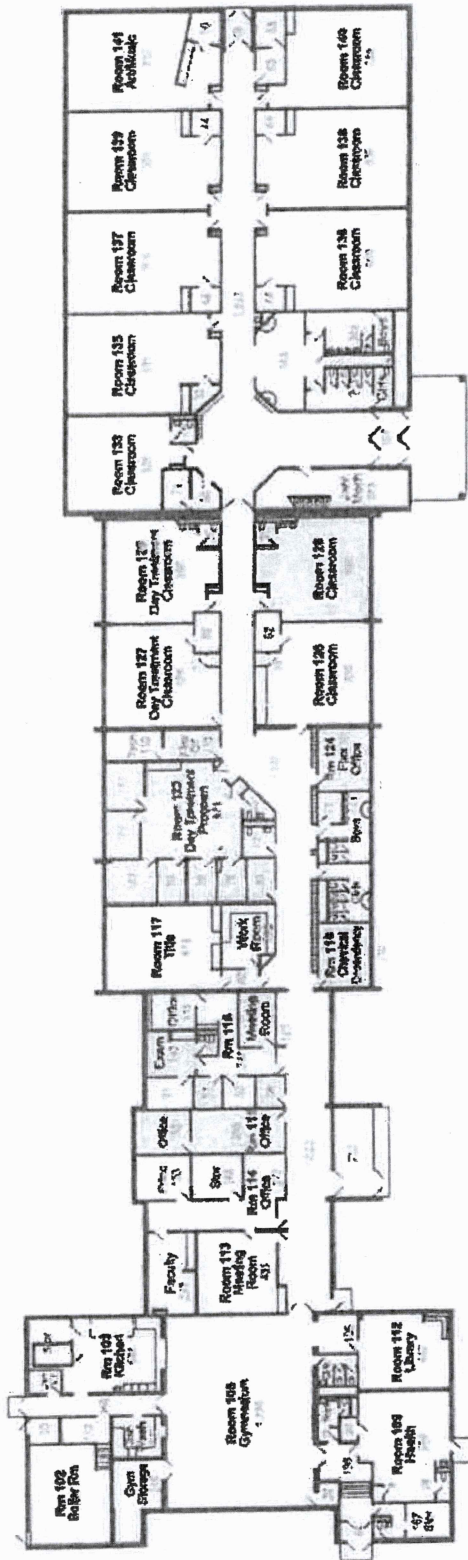
This Section 28 does not, however, require either Landlord or Tenant to agree to any amendment to this Lease. If Landlord and Tenant do not, within 120 days of Tenant's notice to Landlord, agree to make amendments to this Lease satisfactory to Tenant, then for the following 120 days, Tenant may terminate this Lease by providing written notice to Landlord.

Schedule 2

If none are listed, then "none".

EXHIBIT A

Northwoods (3,345 Total Sq.Ft.)



Rockridge Academy

**Expenditure Contracts Signed
March 2025**

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
Donald Holm Construction, Inc.	\$43,970.60	Facilities Management (DU/DR)	RFP #331 – District-Wide Annual Carpentry Labor
Johnson Controls	\$39,936.00	Facilities Management (DU/DR)	RFP #332 – District-Wide Annual Chiller Inspection and Maintenance Services
Summit Fire Protection	\$11,027.50	Facilities Management (DU/DR)	RFP #333 – District-Wide Annual Fire Extinguisher Service
The Jamar Company	\$30,400.00	Facilities Management (DU/DR)	RFP #335 – District-Wide Annual Refrigeration Repair Services
Waste Management	\$113,608.30	Facilities Management (DU/DR)	RFP #336 – District-Wide Refuse Removal and Recycling Services
Quality Lawn Care	\$58,266.60	Facilities Management (DU/DR)	RFP #334 – District-Wide 2025 Lawn Care Services
Johnson Controls, Inc.	\$24,113.59	Facilities Management (DU/DR)	RFP #321 – District-Wide Annual Inspection and Service to Boilers – Second Year of Contract (First of Two Renewable Years)
Stretar Masonry & Concrete, Inc.	\$71,497.66	Facilities Management (DU/DR)	BID #1311-1 Bricklayer Labor – Third Year of Contract (Second of Two Renewable Years)
Benson Electric Company	\$50,575.35	Facilities Management (DU/DR)	RFP #322 – District-Wide Electrical Labor – High Voltage & Low Voltage – Second Year of Contract (First of Two Renewable Years)

TK Elevator Corporation	\$50,505.41	Facilities Management (DU/DR)	BID #1313 District-Wide Elevator Inspection and Services – Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc.	\$29,048.87	Facilities Management (DU/DR)	QUOTE #4393 District-Wide Inspection & Testing of Fire Alarm Systems – Second Year of Contract (First of Two Renewable Years)
Johnson’s Carpet One	\$9,011.47	Facilities Management (DU/DR)	QUOTE #4382 Flooring Installation Labor – Third Year of Contract (Second of Two Renewable Years)
Hunt Electric Corporation	\$6,185.40	Facilities Management (DU)	QUOTE #4383 Annual Service & Maintenance of Emergency Generators – Third Year of Contract (Second of Two Renewable Years)
Superior Glass, Inc.	\$29,372.60	Facilities Management (DU/DR)	RFP #323 – District-Wide Glass Replacement Services – Second Year of Contract (First of Two Renewable Years)
Regional Contracting & Painting	\$38,195.02	Facilities Management (DU/DR)	BID #1315 – Painting Labor – Third Year of Contract (Second of Two Renewable Years)
The Jamar Company	\$65,769.36	Facilities Management (DU/DR)	BID #1314 – Plumbing Labor – Third Year of Contract (Second of Two Renewable Years)
A.W. Kuettel & Sons, Inc.	\$52,933.73	Facilities Management (DU/DR)	BID #1312 Roofing Labor – Third Year of Contract (Second of Two Renewable Years)
Per Mar Security Services	\$47,390.80	Facilities Management (DU)	QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Fifth Year of Contract (Fourth of Four Renewable Years)
Summit Fire Protection	\$11,463.06	Facilities Management (DR)	QUOTE #4394 – District-Wide Annual Testing & Maintenance of Sprinkler Systems – Second Year of Contract (First of Two Renewable Years)
Donald Holm Construction	\$10,000.00	Facilities Management (DR)	Lowell Elementary School Misc. Remodeling (BID 1337 approved 03/18/25)
St. Germain’s Glass	\$10,000.00	Facilities Management (DR)	Lowell Elementary School Misc. Remodeling (BID 1338 approved 03/18/25)
Pro Team	\$17,651.00*	Child Nutrition (DU)	Meal menu software
Upper Lakes Foods	TBD	Child Nutrition (DU)	Food service renewal for 25-26 school year

Technology Village, LLC	\$115.00/month	Teaching, Learning, Equity (TLE) (DU)	One additional parking pass for ALC/AEO space
Captivate Media + Consulting	\$2,000.00*	Health & Safety (DU)	Production of a Standard Reunification Method (SRM) video for families and students
University of Minnesota	\$8,728.80	Special Services (DU)	Audiological testing for students
Pleasant View Playhouse	\$720.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Brigette Eckwood	\$800.00*	Office of Education Equity (OEE) (DR)	Contractor will strategize and plan events that align with the objectives of the district affinity groups
Marlon Grant	\$800.00*	Office of Education Equity (OEE) (DR)	Contractor will strategize and plan events that align with the objectives of the district affinity groups
University of Wisconsin Superior	\$512.96*	Ordean-East MS (DU)	OEMS 6 th Grade Fun Day – facility rental
Hamline University	\$70.00*	Denfeld HS (DU)	Boys HS Basketball Practice – facility rental
Kate Moch	\$1,800.00*	Denfeld HS (DU)	Contracted to provide vocal lessons to students
Aine Miller	\$1,800.00*	Denfeld HS (DU)	Contracted to provide vocal lessons to students
Keegan Foster	\$800.00*	Denfeld HS (DU)	Contracted to provide vocal lessons to students
Abby Johnson	\$1,000.00*	Denfeld HS (DU)	Contracted to provide vocal lessons to students
Ava Larson	\$1,000.00*	Denfeld HS (DU)	Contracted to provide vocal lessons to students
Alyson Enderle	\$1,500.00*	Denfeld HS (DU)	Contracted to provide vocal lessons to students
Kendra Carlson	\$200.00*	Denfeld HS (DU)	Evaluator for All-City One Act Celebration
N'Dere Dance Troupe	\$500.00*	Congdon Park ES (DU)	Musical performance by the Ugandan musical ensemble

Memorandum

To: Simone Zurich, Executive Director of Business Services
School Board Members

From: Bryan Brown
Manager of Facilities

Date: April 4, 2025

Re: Annual Quotes for District Wide Contract Services

The following RFPs are for services to be performed from July 1, 2025 through June 30, 2026, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #331 – District-Wide Annual Carpentry Labor

Donald Holm Construction, Inc. - Total Annual cost estimated at \$43,970.60

RFP #332 – District-Wide Annual Chiller Inspection and Maintenance Services

Johnson Controls – Total Annual Cost estimated at \$39,936.00

RFP #333 – District-Wide Annual Fire Extinguisher Service

Summit Fire Protection – Total Annual Cost estimated at \$11,027.50

RFP #335 – District-Wide Annual Refrigeration Repair Services

The Jamar Company – Total Annual Cost estimated at \$30,400.00

RFP #336 – District-Wide Refuse Removal and Recycling Services

Waste Management – Total Annual Cost estimated at \$113,608.30

The Facilities Department, Bryan Brown and Kris Brown reviewed the bids.

Recommendation

I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

BID TABULATION
CHILLER INSPECTION AND MAINTENANCE SERVICES
for the period of July 1, 2025 through June 30, 2026
RFP #332
Thursday, April 3, 2025, 10:15 a.m.

		The Jamar Company	SCR	Johnson Controls			
1	Congdon Park	2	\$7,157.00	\$3,072.00			
2	Denfeld HS	4	\$7,157.00	\$6,144.00			
3	East HS	3	\$14,268.00	\$4,608.00			
4	Homecroft	1	\$4,756.00	\$1,536.00			
5	Lakewood	1	\$4,756.00	\$1,536.00			
6	Laura MacArthur	2	\$7,157.00	\$3,072.00			
7	Lester Park	2	\$7,157.00	\$3,072.00			
8	Lincoln Park MS	2	\$7,157.00	\$3,072.00			
9	Lowell	2	\$7,157.00	\$3,072.00			
10	Myers-Wilkins	2	\$7,157.00	\$3,072.00			
11	Ordean East MS	2	\$7,157.00	\$3,072.00			
12	Piedmont	2	\$7,157.00	\$3,072.00			
13	Stowe	1	\$4,756.00	\$1,536.00			
TOTAL AMOUNT OF BID		26	no bid	\$92,949.00	\$39,936.00		

SERVICES (Call Out Hourly Rate)

Normal Working Hours		\$157.00	\$195.00		
After Normal Working Hours		\$196.25	\$293.00		
Sunday and Holiday Working Hours		\$196.25	\$390.00		
Factory Trained Personnel		no	York		

QUOTE TABULATION
ANNUAL FIRE EXTINGUISHER SERVICE
 July 1, 2025 through June 30, 2026
 RFP #333
 Thursday, April 3, 2025 - 11:30 a.m.

Vendor	Annual Service Per Unit	Extinguisher Type	Recharging	Hydrostatic Test	6 Year Maintenance	5 Year Class K	Price /Pound of Material	Service	Total Amount	Service	Total Amount	Total Annual Amount of Quote
Action Fire Protection Services 42 Edison Boulevard Silver Bay, Minnesota 55614 phone: 218-348-8192		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						6 Year Maint		Hose Strap...		
Brothers Fire & Safety 9950 E Highway 10 Elk River, Minnesota 55330 phone: 763-441-2290		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		
LVC Companies 12150 Old Highway 169 Hibbing, Minnesota 55746 phone: 218-262-2484		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		
Northland Fire and Safety, Inc. 2213 East 5th Street Superior, Wisconsin 54880 phone: 715-398-6643		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		
Summit Companies 4619 Airpark Boulevard Duluth, Minnesota 55811 phone: 218-740-4412		Dry Chemical	\$45.00	\$55.00	\$50.00		n/c	Annual Service	\$2,340.00	5 Year Class K	\$600.00	11,027.50
		Halotron	\$110.00	\$110.00	\$110.00	\$300.00	\$110.00	Recharging - Dry	\$2,925.00	Valve Stem...	\$340.00	
		Co2	\$25.00	\$25.00			\$25.00	Hydrostatic Test	\$550.00	Seals/Collar...	\$822.50	
		K-Class	\$250.00	\$300.00			\$300.00	5/6 Year Maint	\$3,000.00	Hose Strap...	\$450.00	

QUOTE TABULATION
REFRIGERATION REPAIR SERVICES
for the period of July 1, 2025 through June 30, 2026
RFP #335
Thursday, April 3, 2025 - 10:45 a.m.

Vendor	HOURLY RATE			Estimated Total Amount
	Regular	Overtime	Holiday	
Aire Serv 1303 Hwy 45 Cloquet, Minnesota 55720 phone: 218-451-4055				no bid
Carlson Refrigeration 602 Ogden Avenue Superior, Wisconsin 54880 phone: 715-395-5513				no bid
SCR 604 Lincoln Ave NE St. Cloud, Minnesota 56304 320-251-6861	\$157.00	\$196.25	\$196.25	\$31,400.00
The Jamar Company 4701 Mike Colalillo Drive Duluth, Minnesota 55807 phone: 218-628-1027	\$152.00	\$228.00	\$304.00	\$30,400.00
Twin Ports Custom Climate 1318 Oakes Avenue Superior, Wisconsin 54880 phone: 715-203-4627				no bid

BID TABULATION
REFUSE REMOVAL AND RECYCLING SERVICES
 July 1, 2025 through June 30, 2026
RFP #336
 Thursday, April 3, 2025, 11:00 a.m.

<i>building</i>	<i>size (yd)</i>	<i>pickups</i>	Hartel's/DBJ Disposal Co.	Waste Management
Congdon Park	6	3		\$5,204.40
Denfeld HS	6	2		\$3,469.60
Summer Program	8	2		\$2,776.80
Denfeld HS	8	3		\$6,942.00
PS Stadium	6	on call		\$1,734.80
East HS	6(2)	3		\$10,498.80
Stadium	6	on call		\$1,734.80
Stadium	96 gal (29)	on call		\$10,498.00
Facilities (STC)	6	on call		\$2,255.24
Homecroft	6 (2)	1		\$3,469.60
Lakewood	6(2)	1		\$3,469.60
Laura MacArthur	6	3		\$5,204.40
Summer Program	6	3		\$1,561.32
Lester Park	6	3		\$5,204.40
Summer Program	6	on call		\$520.44
Lincoln Park MS	6 (2)	2		\$6,939.20
Lowell	6	5		\$8,974.00
Myer-Wilkins	6	3		\$5,204.40
Summer Program	6	3		\$1,561.32
Ordean East MS	6	3		\$5,204.40
Summer Program	6	3		\$1,561.32
Piedmont	6	2		\$3,469.60
Summer Program	6	2		\$1,040.88
Rockridge	6	1		\$1,734.80
Stowe	6 (2)	1		\$3,469.60
Summer Program	6	1		\$1,040.88
DSC	6	1		\$2,255.24
Total Annual Amount (Solid Waste)				\$106,699.80

Cardboard Pickup per Container		\$3.37
Total Annual Amount for Cardboard (250)		\$842.50
Paper Pickup per Container		\$3.37
Total Annual Amount for Paper (1,500)		\$5,055.00
Confidential Pickup per Container		3.37
Total Annual Amount for Confidential		\$1,011.00
Total Annual Amount (Recycling)		\$6,908.50
Total Annual Amount of Bid (Including Recycling)	no bid	\$113,608.30

Memorandum

To: Simone Zunich, Executive Director of Business Services
School Board Members

From: Bryan Brown
Manager of Facilities

Date: April 4, 2025

Re: Annual Quotes for District Wide Contract Services

The following RFP is for services to be performed from May 4, 2025 through September 20, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #334 – District-Wide 2025 Lawn Care Services
Quality Lawn Care - Total 2025 cost estimated at \$58,266.60

The Facilities Department, Bryan Brown and Kris Brown reviewed the bids.

Recommendation

I recommend the Duluth School Board approve entering into a contract with this contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

March 6, 2025

Johnson Controls, Inc.
Attn: Michael Peabody
4627 Airpark Blvd
Duluth, MN 55811

RE: RFP #321 – District-Wide Annual Inspection and Service to Boilers - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Peabody:

A fully executed copy of the Agreement between The Jamar Company. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **October 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

RFP #321

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Johnson Controls		
Contact:	Michael Peabody		
Address:	4627 Airpark Blvd Duluth, MN 55811		
Phone:	218-727-7945	Fax:	866-211-3536
Correspondence Email Address	michael.c.peabody@jci.com		
Emergency Contact & Phone Number	Michael Peabody	320-345-7120	

HOURLY RATE	FY25 <i>First Year</i>	FY26 <i>Second Year</i>	FY27 <i>Third Year</i>
REGULAR Hourly Rate	\$195.00	\$200.66	
OVERTIME Hourly Rate	\$292.50	\$300.98	
HOLIDAY Hourly Rate	\$390.00	\$401.31	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

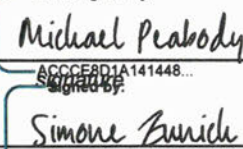
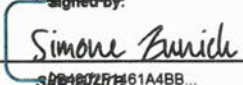
TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,404.00	\$1,444.72	
2	Denfeld High School	7	\$3,113.00	\$3,203.28	
3	District Service Center	2	\$976.00	\$1,004.30	
4	East High School	7	\$3,113.00	\$3,203.28	
5	Facilities	2	\$976.00	\$1,004.30	
6	Homecroft Elementary School	3	\$1,404.00	\$1,444.72	
7	Lakewood Elementary School	2	\$976.00	\$1,004.30	
8	Laura MacArthur Elementary School	3	\$1,404.00	\$1,444.72	
9	Lester Park Elementary School	2	\$976.00	\$1,004.30	
10	Lincoln Park Middle School	3	\$1,404.00	\$1,444.72	
11	Lowell Elementary School	2	\$976.00	\$1,004.30	
12	Myers-Wilkins Elementary School	3	\$1,404.00	\$1,444.72	
13	Ordean East Middle School	3	\$1,404.00	\$1,444.72	
14	Piedmont Elementary School	2	\$976.00	\$1,004.30	
15	Rockridge Academy	2	\$976.00	\$1,004.30	
16	Stowe Elementary School	2	\$976.00	\$1,004.30	
17	Transportation	2	\$976.00	\$1,004.30	
Total Amount			\$23,434.00	\$24,113.59	
Aerco Boiler 24-Month Service Charge/Boiler			\$175.00	\$180.08	

NOTE: SERVICE SHALL BE COMPLETED EARLY IN THE HEATING SEASON

(2.9% increase over FY25 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Codes <u>01 E LOC 810 000 350 000</u> <u>05 E LOC 865 380 350 000</u>	DocuSigned by: Michael Peabody 3/5/2025
Acceptance of 2025/2026 Contract	 <small>ACCEPTED BY</small> <small>3/5/2025</small>	date 3/5/2025
ISD 709, Simone Zunich CFO/Executive Director of Business Services	 <small>3/5/2025</small>	date

March 24, 2025

Stretar Masonry & Concrete, Inc.
Attn: David Greske
5719 Roosevelt Street
Duluth, MN 55807

RE: BID #1311-1 Bricklayer Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Greske:

A fully executed copy of the Agreement between Stretar Masonry & Concrete, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026).

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT BRICKLAYER LABOR

Bid #1311-1

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Stretar Masonry & Concrete Company, Inc.		
Contact:	David Greske		
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807		
Phone:	218-624-4824	fax 218-624-4825	
Correspondence Email Address	stretar@stretarmasonry.com		
Emergency Contact & Phone Number	William Kero 218-624-4824		

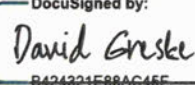
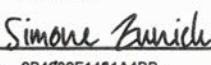
REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
FOREMAN	\$124.00	\$127.83	\$131.54
JOURNEYMAN	\$115.00	\$118.55	\$121.99
APPRENTICE	\$98.00	\$101.03	\$103.96

OVERTIME HOURLY RATE	FY24	FY25	FY26
FOREMAN	\$161.00	\$165.97	\$170.79
JOURNEYMAN	\$150.00	\$154.64	\$159.12
APPRENTICE	\$115.00	\$118.55	\$121.99

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(3.09% increase over FY24 contract and 2.90% increase over FY25)

Estimated Annual Amount of Bid \$71,497.66

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 368 350 000
Acceptance of 2025/2026 Contract:	DocuSigned by:  B424321E88AC45F... signature	3/24/2025 date
ISD 709, Simone Zunich: CFO/Executive Director of Business Services	Signed by:  9B4502F1111111111111... signature	3/5/2025 date

March 13, 2025

Benson Electric Company
Attn: Nathan Sapik
1102 N 3rd St
Superior, WI 54880

RE: RFP #322 - District-Wide Electrical Labor – High Voltage & Low Voltage - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Sapik:

A fully executed copy of the Agreement between Benson Electric Company and ISD #709 was sent to your attention via DocuSign. The Certificate of Insurance we have on file expired on **January 1, 2025**. Please provide a new certificate as soon as possible. You can email it to kristine.brown@isd709.org.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026).

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

RFP #322

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Benson Electric Company
Contact:	Nathan Sapik
Address:	1102 North 3rd Street, Superior, Wisconsin 54880
Phone:	715-394-5547 fax 715-394-5718
Correspondance Email Address	nate@becotm.com
Emergency Contact & Phone Number	Nathan Sapik

REGULAR HOURLY RATE	FY25 <i>First Year</i>	FY26 <i>Second Year</i>	FY27 <i>Third Year</i>
JOURNEYMAN	\$107.00	\$110.10	
APPRENTICE - level 6 (85%)	\$90.00	\$92.61	
APPRENTICE - level 5 (75%)	\$80.00	\$82.32	
APPRENTICE - level 4 (65%)	\$69.00	\$71.00	
APPRENTICE - level 3 (55%)	\$58.00	\$59.68	
APPRENTICE - level 2 (50%)	\$53.00	\$54.54	
APPRENTICE - level 1 (45%)	\$48.00	\$49.39	
LOW VOLTAGE TECHNICIAN	\$104.00	\$107.02	
LOW VOLTAGE INSTALLER	\$74.00	\$76.15	

OVERTIME HOURLY RATE	FY25 <i>First Year</i>	FY26 <i>Second Year</i>	FY27 <i>Third Year</i>
JOURNEYMAN	\$160.50	\$165.15	
APPRENTICE - level 6 (85%)	\$135.00	\$138.92	
APPRENTICE - level 5 (75%)	\$120.00	\$123.48	
APPRENTICE - level 4 (65%)	\$103.50	\$106.50	
APPRENTICE - level 3 (55%)	\$87.00	\$89.52	
APPRENTICE - level 2 (50%)	\$79.50	\$81.81	
APPRENTICE - level 1 (45%)	\$72.00	\$74.09	
LOW VOLTAGE TECHNICIAN	\$156.00	\$160.52	
LOW VOLTAGE INSTALLER	\$111.00	\$114.22	
<i>total estimated amount</i>	\$49,150.00	\$50,575.35	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(2.9% increase over FY25 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 370 350 000	
Acceptance of 2025/2026 Contract	DocuSigned by: <i>Nathan Sapik</i>	3/12/2025
ISD 709, Simone Zurich	753DEC1C65C87... Signed by: <i>Simone Zurich</i>	date
CFO/Executive Director of Business Services	1461A4BB... Signed by:	3/5/2025
		date

March 11, 2025

TK Elevator Corporation
Attn: Jeffrey Boomer
4511 West First Street, Suite 2
Duluth, MN 55807

**RE: Bid #1313 District-Wide Elevator Inspection and Services - Third Year of Contract
(Second of Two Renewable Years)**

Dear Mr. Boomer:

A fully executed copy of the Agreement between TK Elevator Corporation and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **October 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ELEVATOR SERVICE - Bid #1313

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	TK Elevator Corporation		
Contact:	Jack Griffith		
Address:	4511 West First Street, Suite 2, Duluth, Minnesota 55807		
Phone:	218-481-3314		
Correspondance Email Address	jack.griffith@tkelevator.com		
Emergency Contact & Phone Number	Central Region Dispatch	800-759-3538	

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Mechanic in Charge	\$208.00	\$214.43	\$220.65
Mechanic	\$175.00	\$180.41	\$185.64
Apprentice 4th Year	\$148.00	\$152.57	\$157.00
Apprentice 3rd Year	\$129.50	\$133.50	\$137.37
Apprentice 2nd Year	\$120.25	\$123.97	\$127.56
Apprentice 1st Year	\$101.75	\$104.89	\$107.94
Probation Apprentice	\$92.50	\$95.36	\$98.12
Helper	\$148.00	\$152.57	\$157.00

OVERTIME HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Mechanic in Charge	\$353.81	\$364.74	\$375.32
Mechanic	\$297.50	\$306.69	\$315.59
Apprentice 4th Year	\$251.60	\$259.37	\$266.90
Apprentice 3rd Year	\$220.15	\$226.95	\$233.53
Apprentice 2nd Year	\$204.43	\$210.75	\$216.86
Apprentice 1st Year	\$172.98	\$178.33	\$183.50
Probation Apprentice	\$157.25	\$162.11	\$166.81
Helper	\$251.60	\$259.37	\$266.90

HOLIDAY HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Mechanic in Charge	\$416.25	\$429.11	\$441.56
Mechanic	\$350.00	\$360.82	\$371.28
Apprentice 4th Year	\$296.00	\$305.15	\$314.00
Apprentice 3rd Year	\$259.00	\$267.00	\$274.75
Apprentice 2nd Year	\$240.50	\$247.93	\$255.12
Apprentice 1st Year	\$203.50	\$209.79	\$215.87
Probation Apprentice	\$185.00	\$190.72	\$196.25
Helper	\$196.00	\$202.06	\$207.92

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

SERVICE COST PER BUILDING

1	Congdon Park ES	\$600.00	\$618.54	\$636.48
2	Congdon Park ES Lift	\$600.00	\$618.54	\$636.48
3	Denfeld HS	\$600.00	\$618.54	\$636.48
4	Denfeld HS	\$600.00	\$618.54	\$636.48
5	DSC		\$618.54	\$636.48
6	East HS	\$600.00	\$618.54	\$636.48
7	Homecroft ES	\$600.00	\$618.54	\$636.48
8	Laura MacArthur ES	\$600.00	\$618.54	\$636.48
8a	Laura MacArthur ES	\$600.00	\$618.54	\$636.48
9	Lester Park ES	\$600.00	\$618.54	\$636.48
10	Lincoln Park MS	\$600.00	\$618.54	\$636.48
11	Myer-Wilkins ES	\$600.00	\$618.54	\$636.48
12	Ordean East MS - South	\$600.00	\$618.54	\$636.48
13	Ordean East MS - North	\$600.00	\$618.54	\$636.48
14	Piedmont ES	\$600.00	\$618.54	\$636.48
Total Amount		\$8,400.00	9,278.10	9,547.16

(3.09% increase over FY24 contract and 2.9% increase over FY25)

Estimated Annual Amount Bid \$50,505.41

Insurance Received <input checked="" type="checkbox"/>	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 369 350 000	
Acceptance of 2025/2026 Contract	Signed by: <u>Jeffrey Boomer</u>	date: 3/10/2025
ISD 709, Simone Zurich	Signed by: <u>Simone Zurich</u>	date: 3/5/2025
CFO/Executive Director of Business Services		

March 6, 2025

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 East 5th Street
Superior, WI 54880

RE: QUOTE #4393 District-Wide Inspection & Testing of Fire Alarm Systems - Second Year of Contract (First of Two Renewable Years)

Dear Ms. Randby:

A fully executed copy of the Agreement between Northland Fire & Safety, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **July 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS 89

Quote #4393

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.		
Contact:	Mary Randby		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax 715-398-6647	
	Correspondance Email Address	mrandby@northlandfire.com	
	Emergency Contact & Phone Number	Mary Randby 715-398-6643 (pager)	

INSPECTION	FY25 <i>First Year</i>	FY26 <i>Second Year</i>	FY27 <i>Third Year</i>
Total Amount of Quote <i>(see page 2 of 2)</i>	\$15,245.00	\$16,839.60	
<i>(Contractors annual inspection cost)</i>			

ADD/DEDUCT PER DEVICE CHARGE

Smoke/Heat Detector	\$1.50	\$1.54	
Signaling Notification Device	\$1.00	\$1.03	
Other Initiating Device	\$1.50	\$1.54	
Accessory Device	\$1.50	\$1.54	

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (36 hoods)	\$6,592.00	\$6,783.17	
ANSUL System Inspection (19 systems)	\$5,273.18	\$5,426.10	
<i>(2.9% increase over FY25 contract)</i>			

Estimated Annual Amount of Bid \$29,048.87

Insurance Received <input checked="" type="checkbox"/>	Budget Code 05 E 005 865 363 305 000	
Acceptance of 2024/2025 Contract	DocuSigned by: Mary Randby <small>22CD49E5F424489...</small> signature	3/5/2025 date
ISD 709, Simone Zurich	Simone Zurich <small>9B4602F1461A4BB...</small> signature	3/5/2025 date
CFO/Executive Director of Business Services		

INSPECTION BREAKDOWN PER BUILDING

LOCATION	<i>FY25</i> <i>First Year</i>	<i>FY26</i> <i>Second Year</i>	<i>FY27</i> <i>Third Year</i>
1) District Services Center	\$485.00	\$499.07	
2) Facilities Building	\$335.00	\$344.72	
Sensitivity Testing (FY27)			
3) Transportation Building	\$245.00	\$252.11	
4) DNT Building		\$972.41	
Sensitivity Testing (FY25)	\$1,175.00		
5) Congdon Park Elementary School	\$695.00	\$715.16	
Sensitivity Testing (FY27)			
6) Denfeld High School	\$3,500.00		
Sensitivity Testing (FY26)		\$4,213.76	
7) East High School	\$1,200.00		
Sensitivity Testing (FY26)		\$1,286.25	
8) Homecroft Elementary School	\$645.00	\$663.71	
9) Lakewood Elementary School	\$550.00	\$565.95	
10) Laura MacArthur Elementary School	\$770.00		
Sensitivity Testing (FY26)		\$1,131.90	
11) Lester Park Elementary School	\$470.00		
Sensitivity Testing (FY26)		\$519.65	
12) Lincoln Park Middle School		\$607.11	
Sensitivity Testing (FY25)	\$750.00		
13) Lowell Elementary School	\$950.00	\$977.55	
14) Myers-Wilkins Elementary School	\$825.00	\$848.93	
Sensitivity Testing (FY27)			
15) Ordean East Middle School		\$802.62	
Sensitivity Testing (FY25)	\$1,100.00		
16) Piedmont Elementary School	\$590.00	\$607.11	
Sensitivity Testing (FY26)		\$843.78	
17) Rockridge Academy	\$450.00	\$463.05	
18) Stowe Elementary School	\$510.00	\$524.79	
Total Amount of Quote	\$15,245.00	\$16,839.60	\$0.00

March 12, 2025

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

RE: Quote #4382 Flooring Installation Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Severin:

A fully executed copy of the Agreement between Johnson's Carpet One. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **May 15, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

FLOORING INSTALLATION LABOR

Quote #4382

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Johnson's Carpet One		
Contact:	Kyle Severin		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondance Email Address	kseverin@johnsoncarpetone.com		
Emergency Contact & Phone Number	Jim Pohl 218-628-2249 (office)		

HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
REGULAR HOURLY RATE	\$84.95	\$87.57	\$90.11
OVERTIME HOURLY RATE	\$110.80	\$114.22	\$117.54

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.
(3.09% increase over FY24 contract & 2.9% increase over FY25)

Estimated Annual Amount of Quote \$9,011.47

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 379 350 000
Acceptance of 2025/2026 Contract	<small>DocuSigned by:</small> <i>David Fulda</i>	3/11/2025
	<small>signature</small>	<small>date</small>
ISD 709, Simone Zunich	<small>Signed by:</small> <i>Simone Zunich</i>	3/5/2025
CFO/Executive Director of Business Services	<small>signature</small>	<small>date</small>

March 6, 2025

Hunt Electric Corporation
Attn: Rick Johnson
4330 West 1st Street, Suite B
Duluth, MN 55718

RE: Quote #4383 Annual Service & Maintenance of Emergency Generators - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Johnson:

A fully executed copy of the Agreement between Hunt Electric Corporation. and ISD #709 was sent to your attention via DocuSign. The Certificate of Insurance we have on file expires **March 31, 2025**. Please provide a new certificate as soon as possible. You can email it to kristine.brown@isd709.org.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS - QUOTE #4383

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Hunt Electric Corporation		
Contact:	Rick Johnson		
Address:	4330 West 1st Street, Suite B Duluth, MN 55807		
Phone:	218-348-0863		
Correspondance Email Address	rjohnson@huntelec.com		
Emergency Contact & Phone Number	Rick Johnson 218-348-0863		

CALL OUT HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Normal Working Hours	\$125.00	\$128.86	\$132.60
After Normal Working Hours	\$187.00	\$192.78	\$198.37
Holiday Working Hours	\$249.00	\$256.69	\$264.14

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park	\$400.00	\$412.36	\$424.32
2	Denfeld HS	\$400.00	\$412.36	\$424.32
3	East HS	\$400.00	\$412.36	\$424.32
4	DSC	\$400.00	\$412.36	\$424.32
5	Homecroft	\$400.00	\$412.36	\$424.32
6	Lakewood	\$400.00	\$412.36	\$424.32
7	Laura MacArthur	\$400.00	\$412.36	\$424.32
8	Lester Park	\$400.00	\$412.36	\$424.32
9	Lincoln Park MS	\$400.00	\$412.36	\$424.32
10	Lowell	\$400.00	\$412.36	\$424.32
11	Myers-Wilkins	\$400.00	\$412.36	\$424.32
12	Ordean East MS	\$400.00	\$412.36	\$424.32
13	Piedmont	\$400.00	\$412.36	\$424.32
14	Rockridge	\$400.00	\$412.36	\$424.32
15	Stowe	\$400.00	\$412.36	\$424.32
	<i>Total</i>	\$6,000.00	\$6,185.40	\$6,364.78

(3.09% increase over FY24 contract & 2.9% increase over FY25)

Estimated Annual Amount of Quote \$6,185.40

Insurance Received <input checked="" type="checkbox"/>	Budget Code	01 E 015 810 000 350 000
Acceptance of 2025/2026 Contract	Signed by: <u>Rick Johnson</u> 3/5/2025	
	<small>BB38D983CE5C457...</small> signature date	
ISD 709, Simone Zurich CFO/Executive Director of Business Services	Signed by: <u>Simone Zurich</u> 3/5/2025	
	<small>BB4802E1481A4BB...</small> signature date	

March 18, 2025

Superior Glass, Inc.
Attn: Samantha Anderson
7500 Tower Ave
Superior, WI 54880

**RE: RFP #323 - District-Wide Glass Replacement Services - Second Year of Contract
(First of Two Renewable Years)**

Dear Ms. Anderson:

A fully executed copy of the Agreement between Superior Glass, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **December 13, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

GLASS REPLACEMENT SERVICES

RFP #323

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Superior Glass, Inc.		
Contact:	Samantha Anderson		
Address:	7500 Tower Ave Superior, WI 54880		
Phone Number:	715-685-0500	Fax:	N/A
Correspondance Email Address	accounting@superiorglass.us		
Emergency Contact/Phone Number	Samantha Anderson 715-685-0500		

HOURLY RATES		FY25	FY26	FY27
		First Year	Second Year	Third Year
	REGULAR	\$88.71	\$91.28	
	OVERTIME	\$113.51	\$116.80	
	HOLIDAY	\$130.31	\$134.09	
Total Annual Amount of Labor		\$26,613.00	\$27,384.78	

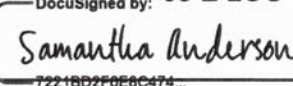
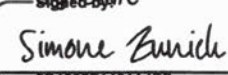

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

Type of Glass	1/4 inch		3/16 inch		1/8 inch		1/2 inch	
Single Pane Clear Laminated	14.58	15.00			10.65	10.96	291.60	300.06
Single Pane Clear Tempered	8.35	8.59	8.35	8.59	7.98	8.21	167.00	171.84
Single Pane Double-Strength Plate					4.13	4.25		
Double Pane Clear Annealed Insul	15.55	16.00					311.00	320.02
Double Pane Colored Annealed Insul	15.94	16.40					318.80	328.05
Double Pane Clear Tempered Insul	21.80	22.43					436.00	448.64
Double Pane Colored Tempered Insul	20.37	20.96					407.40	419.21

(2.9% increase over FY25 contract)

Total Annual Amount of Material	\$1,931.80	\$1,987.82	
TOTAL ANNUAL AMOUNT OF QUOTE	\$28,544.80	\$29,372.60	

MULLIONS	\$5.00	\$5.15	
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Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 368/379 350 000
Acceptance of 2023/2024 Contract	DocuSigned by:	Samantha Anderson 3/7/2025
		_____ date
ISD 709, Simon Zurich		3/18/2025
CFO/Executive Director of Business Services		_____ date

March 25, 2025

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16661
Duluth, MN 55816

RE: Bid #1315 Painting Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Impola:

A fully executed copy of the Agreement between Regional Contracting & Painting and ISD #709 was sent to your attention via DocuSign. Please provide the Certificate of Insurance for the above referenced project before the expiration date. The certificate we currently have on file will expire on **June 24, 2025**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT PAINTING LABOR

Bid #1315

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Regional Contracting & Painting		
Contact:	Rick Impola		
Address:	PO Box 16153, Duluth, Minnesota 55816		
Phone:	218-428-3572	fax 218-729-6215	
Correspondence Email Address	rimpola@regionalcp.com		
Emergency Contact & Phone Number	Rick Impola 218-428-3572		

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Painter Foreman	\$84.80	\$87.42	\$89.96
Painter Apprentice	\$54.83	\$56.52	\$58.16
Drywall Taper Journeyman	\$82.80	\$85.36	\$87.83
Drywall Taper Apprentice	\$54.83	\$56.52	\$58.16
Plasterers Journeyman	\$82.80	\$85.36	\$87.83

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

OVERTIME HOURLY RATE

Painter Foreman	\$100.91	\$104.03	\$107.04
Painter Apprentice	\$74.29	\$76.59	\$78.81
Drywall Taper Journeyman	\$98.06	\$101.09	\$104.02
Drywall Taper Apprentice	\$74.29	\$76.59	\$78.81
Plasterers Journeyman	\$98.06	\$101.09	\$104.02

(3.09% increase over FY24 contract and 2.9% increase over FY25)

Estimated Annual Amount of Bid \$38,195.02

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 379/384 350 000
Acceptance of 2025/2026 Contract	DocuSigned by: <i>Rick Impola</i> 518E319F72CA49D...	3/25/2025 date
ISD 709, Simone Zurich CFO/Executive Director of Business Services	Signed by: <i>Simone Zurich</i> 9B4602E1451A4B...	3/18/2025 date

March 18, 2025

The Jamar Company
Attn: Andrew Bronson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: Bid #1314 Plumbing Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Bronson:

A fully executed copy of the Agreement between The Jamar Company and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **December 31, 2025**, and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

PLUMBING LABOR - Bid #1314

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

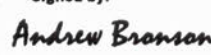
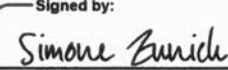
Contractor:	The Jamar Company		
Contact:	Andrew Bronson		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-6027	fax 218-628-1174	
Correspondance Email Address	andrew.bronson@jamarcompany.us		
Emergency Contact & Phone Number	Andrew Bronson 218-428-2734		

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Plumber Foreman	\$140.00	\$144.33	\$148.51
Plumber Journeyman	\$93.50	\$96.39	\$99.18
Plumber Apprentice (70%)	\$76.50	\$78.86	\$81.15
Sheet Metal Foreman	\$140.00	\$144.33	\$148.51
Sheet Metal Journeyman (2 year)	\$93.50	\$96.39	\$99.18
Sheet Metal Apprentice (70%)	\$76.50	\$78.86	\$81.15
Insulator Foreman	\$140.00	\$144.33	\$148.51
Insulator Journeyman (2 year)	\$93.50	\$96.39	\$99.18
Insulator Apprentice (70%)	\$76.50	\$78.86	\$81.15
OVERTIME HOURLY RATE (time and a half)			
Plumber Foreman	\$210.00	\$216.49	\$222.77
Plumber Journeyman	\$140.25	\$144.58	\$148.78
Plumber Apprentice (70%)	\$114.75	\$118.30	\$121.73
Sheet Metal Foreman	\$210.00	\$216.49	\$222.77
Sheet Metal Journeyman (2 year)	\$140.25	\$144.58	\$148.78
Sheet Metal Apprentice (70%)	\$114.75	\$118.30	\$121.73
Insulator Foreman	\$210.00	\$216.49	\$222.77
Insulator Journeyman (2 year)	\$140.25	\$144.58	\$148.78
Insulator Apprentice (70%)	\$114.75	\$118.30	\$121.73
OVERTIME HOURLY RATE (double time)			
Plumber Foreman	\$280.00	\$288.65	\$297.02
Plumber Journeyman	\$187.00	\$192.78	\$198.37
Plumber Apprentice (70%)	\$153.00	\$157.73	\$162.30
Sheet Metal Foreman	\$280.00	\$288.65	\$297.02
Sheet Metal Journeyman (2 year)	\$187.00	\$192.78	\$198.37
Sheet Metal Apprentice (70%)	\$153.00	\$157.73	\$162.30
Insulator Foreman	\$280.00	\$288.65	\$297.02
Insulator Journeyman (2 year)	\$187.00	\$192.78	\$198.37
Insulator Apprentice (70%)	\$153.00	\$157.73	\$162.30

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(3.09% increase over FY24 contract and 2.9% increase over FY25)

Estimated Annual Amount of Bid \$65,769.36

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 381 350 000
Acceptance of 2025/2026 Contract	Signed by:  Signature	3/11/2025 date
ISD 709, Simone Zunich CFO/Executive Director of Business Services	Signed by:  Signature	3/18/2025 date

March 19, 2025

A.W. Kuettel & Sons, Inc
Attn: Adam Kuettel
3930 Airpark Boulevard
Duluth, MN 55811

RE: Bid #1312 Roofing Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Kuettel:

A fully executed copy of the Agreement between A.W. Kuettel & Sons, Inc and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **March 31, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT ROOFING LABOR

Bid #1312

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	A.W. Kuettel & Sons, Inc.
Contact:	Adam Kuettel
Address:	3930 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-722-3901 fax 218-722-6113
Correspondance Email Address	akuettel@awkuettel.com
Emergency Contact & Phone Number	Adam Kuettel 218-590-6854

REGULAR HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Roofing Foreman	\$98.00	\$101.03	\$103.96
Roofing Journeyman	\$90.00	\$92.78	\$95.47
Roofing Apprentice	\$60.00	\$61.85	\$63.65
Roofing Laborer	\$50.00	\$51.55	\$53.04
Crane/Operator Rate	\$155.00	\$159.79	\$164.42
Sheet Metal Foreman	\$102.00	\$105.15	\$108.20
Sheet Metal Journeyman	\$95.00	\$97.94	\$100.78
Sheet Metal Apprentice	\$50.00	\$51.55	\$53.04

OVERTIME HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
Roofing Foreman	\$112.00	\$115.46	\$118.81
Roofing Journeyman	\$105.00	\$108.24	\$111.38
Roofing Apprentice	\$85.00	\$87.63	\$90.17
Roofing Laborer	\$80.00	\$82.47	\$84.86
Crane/Operator Rate	\$225.00	\$231.95	\$238.68
Sheet Metal Foreman	\$118.00	\$121.65	\$125.17
Sheet Metal Journeyman	\$114.00	\$117.52	\$120.93
Sheet Metal Apprentice	\$100.00	\$103.09	\$106.08

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(3.09% increase over FY24 contract and 2.9% increase over FY25 contract)

Estimated Annual Amount of Quote \$52,933.73

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 383 350 000
Acceptance of 2025/2026 Contract	DocuSigned by: <i>Adam Kuettel</i> signature	3/5/2025 date
ISD 709, Simone Zunich: CFO/Executive Director of Business Services	Signed by: <i>Simone Zunich</i> signature	3/18/2025 date

March 27, 2025

Per Mar Security Services
Attn: David Corder
4210 Airpark Blvd.
Duluth, MN 55811

RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Fifth Year of Contract (Fourth of Four Renewable Years)

Dear Mr. Corder:

A fully executed copy of the Agreement between Per Mar Security Services and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4358

Fifth Year of Contract (Fourth of Four Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Per Mar Security Services
Contact:	David Corder
Address:	4210 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-481-6937 Fax: 218-722-1176
Correspondence Email Address	dcorder@permarsecurity.com
Emergency Contact & Phone Number	Mike Kloss 715-215-2918

HOURLY RATE	FY22 1st Year	FY23 2nd Year	FY24 3rd Year	FY25 4th Year	FY26 5th Year
REGULAR Hourly Rate	\$105.00	\$110.36	\$119.29	\$122.98	\$126.55
OVERTIME Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	\$189.82
HOLIDAY Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	\$189.82

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

MONTHLY MONITORING COST PER BUILDING (15 months) (12 months) (12 months) (12 months) (12 months)

1	Congdon Park Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
2	Denfeld High School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
3	East High School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
4	Laura MacArthur Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
5	Lester Park Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
6	Lincoln Park Middle School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
7	Myers-Wilkins Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
8	Ordean East Middle School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
9	Piedmont Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
10	Rockridge Academy	\$196.39	\$206.41	\$223.12	\$230.02	\$236.69
44	Central High School (closed)	\$269.12	\$272.34	building demolished		
12	Garfield Avenue Building (Utility)	\$188.57	\$198.19	\$214.24	\$220.86	sold
43	Historic old Central High School	\$107.98	building sold			
14	Homecroft Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
15	Lakewood Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	\$232.60
16	Lowell Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	\$232.60
17	STC Main Campus (closed)	\$107.68	\$113.17	\$122.34	\$126.12	sold
18	Facilities Management STC Upper Campus	\$92.07	\$96.77	\$104.60	\$107.84	\$110.96
19	Stowe Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	\$232.60
20	Transportation Center	\$179.54	\$188.70	\$203.98	\$210.28	\$216.38
	New Transportation Building at DSC			\$110.67	\$114.09	\$117.40
	New District Service Center Admin Building			\$110.67	\$114.09	\$117.40
Total Monthly Amount		\$3,745.25	\$3,822.88	\$4,132.53	\$4,260.22	\$3,949.23

(5.1% increase over FY22 contract, 8.1% increase over FY23 contract, 3.09% increase over FY24 contract, 2.9% increase over FY25)

Total Annual Amount of Quote \$47,390.80

Insurance Received <input checked="" type="checkbox"/>	Budget Code 01 E LOC 805 000 370 000	<i>Adriana A. Nebinger</i> 3/27/2025
Acceptance of 2025/2026 Contract		
ISD 709, Simone Zurich CFO/Executive Director of Business Services	signature _____ Signed by: <i>Simone Zurich</i> signature 9B4602F1461A4BB...	date _____ 3/18/2025 date _____

March 18, 2025

Summit Fire Protection
Attn: Kenneth Schlais
4619 Airpark Blvd
Duluth, MN 55811

**RE: QUOTE #4394 - District-Wide Annual Testing & Maintenance of Sprinkler Systems -
Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Schlais:

A fully executed copy of the Agreement between Summit Fire Protection and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **May 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

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

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

Annual Testing/Maintenance of Sprinkler Systems - Quote #4394

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Summit Fire Protection		
Contact:	Kenneth Schlais		
Address:	4619 Airpark Boulevard, Duluth, Minnesota 55811		
Phone:	218-740-4412	fax 218-740-4413	
Correspondence Email Address	kschlais@summitfire.com		
Emergency Contact & Phone Number	Kenneth Schlais	218-522-0493	

HOURLY RATE	FY25 <i>First Year</i>	FY26 <i>Second Year</i>	FY27 <i>Third Year</i>
REGULAR Hourly Rate	\$95.00	\$97.76	
OVERTIME Hourly Rate	\$125.00	\$128.63	
HOLIDAY Hourly Rate	\$155.00	\$159.50	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

ANNUAL SERVICE COST PER BUILDING

1	District Services Center	\$210.00	\$216.09	
1A	Hydrant			
2	Transportation Building	\$350.00	\$360.15	
3	Facilities Building	\$210.00	\$216.09	
4	Congdon Park Elementary School	\$525.00	\$540.23	
5	Denfeld High School	\$2,125.00	\$2,186.63	
6	East High School	\$625.00	\$643.13	
6A	Hydrant (1 hydrants)	\$95.00	\$97.76	
7	Homecroft Elementary School	\$210.00	\$216.09	
8	Lakewood Elementary School	\$210.00	\$216.09	
8A	Fire Pump Testing	\$450.00	\$463.05	
9	Laura MacArthur Elementary School	\$375.00	\$385.88	
10	Lester Park Elementary School	\$625.00	\$643.13	
11	Lincoln Park Middle School	\$775.00	\$797.48	
11A	Fire Pump Testing	\$450.00	\$463.05	
11B	Hydrant	\$195.00	\$200.66	
12	Lowell Elementary School	\$350.00	\$360.15	
12A	Hydrant	\$95.00	\$97.76	
13	Myers-Wilkins Elementary School	\$875.00	\$900.38	
14	Ordean East Middle School	\$1,100.00	\$1,131.90	
15	Piedmont Elementary School	\$625.00	\$643.13	
16	Rockridge Academy	\$210.00	\$216.09	
16A	Hydrant	\$95.00	\$97.76	
17	Stowe Elementary School	\$210.00	\$216.09	
17A	Hydrant	\$150.00	\$154.35	
<i>Total Annual Amount of Quote</i>		\$11,140.00	\$11,463.06	

(2.9% increase over FY25 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Code: E 005 865 363 305 000	
Acceptance of 2025/2026 Contract	Signed by: <u>Kenneth Schlais</u> <small>097FC66E15974B0...</small> signature	date 3/5/2025
ISD 709, Simone Zunich CFO/Executive Director of Business Services	Signed by: <u>Simone Zunich</u> <small>9B4602F1461A4BB...</small> signature	date 3/18/2025



AIA[®] Document A132[®] – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 24th day of March in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools
 ISD #709
 709 Portia Johnson Drive
 Duluth, MN 55811

and the Contractor:
(Name, legal status, address, and other information)

Donald Holm Construction Co., Inc.
 3211 West 3rd Street
 Duluth, MN 55806

for the following Project:
(Name, location, and detailed description)

Lowell Elementary School Miscellaneous Remodeling - Rebid
 2000 Rice Lake Road
 Duluth, MN 55811

Work Scope 01 – General Construction

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
 1331 Tyler Street N.E., Suite 101
 Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

DSGW Architecture
 2 West First Street
 Suite 201
 Duluth, MN 55802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by August 23, 2025.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Seven Hundred Sixty-Five Thousand, Seven Hundred Ten and No/100 Dollars (\$ 765,710.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

Init.

(Identify each allowance.)

Item	Price
Allowance #1	\$10,000.00

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner’s final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Duluth Public Schools
ISD #709
713 Portia Johnson Drive, Door F
Duluth, MN 55811
Email: bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ryker Holm
Donald Holm Construction Co., Inc.
3211 West 3rd Street
Duluth, MN 55806
Phone: 218-628-2257
Email: ryker@donaldholmconst.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	2/18/2025	4
Two	2/25/2025	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zunich
OWNER (Signature)

3/24/2025

Simone Zunich
Executive Director of Business Services
(Printed name and title)

Signed by:

Ryker Holm
CONTRACTOR (Signature)

3/24/2025

Ryker Holm
Vice President
(Printed name and title)

Init.

EXHIBIT A

Printed on Tue Feb 18, 2025 at 08:04 am CST

115

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
 2000 Rice Lake Road
 Duluth, Minnesota 55811



ICS

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.1	30x42 Title Sheet	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
Architectural					
A2.1	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.2	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.3	Elevations	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A4.0	Schedules/Types/ Sections and Details	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST

116

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades

2000 Rice Lake Road

Duluth, Minnesota 55811



ICS

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 0	Cover Page	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 01	Project Manual Title and Registration Sheet	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 10	Table of Contents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 15	Schedule of Drawings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 11 13	Advertisement for Bids	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 20 00	Instructions to Bidders	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 23 00	Request for Approval of Substitution	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 41 13	Bid Form	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 50 00	List of Contract Forms	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 72 00	General Conditions	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 73 43	Prevailing Wage Rate Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 91 00	Addenda	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 - General Requirements					
01 11 00	Summary of Work	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 12 00	General Work Scope Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 00	List of Work Scopes	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 01	Work Scope 01 - General Construction	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 02	Work Scope 02 - Openings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 21 00	Allowances	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 26 00	Contract Modification Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 29 00	Payment Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 30 00	Administrative Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 32 10	Project Schedule Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 33 00	Submittal Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 40 00	Quality Requirements Testing Services	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 50 00	Temporary Facilities and Controls	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 52 00	Safety	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 60 00	Product Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 70 00	Execution Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 73 29	Cutting and Patching	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 77 00	Closeout Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 78 00	Project Record Documents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST

117

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
 2000 Rice Lake Road
 Duluth, Minnesota 55811



ICS

Number	Description	Revision	Issued Date	Received Date	Set
02 - Existing Conditions					
02 41 00	Demolition	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
05 - Metals					
05 40 00	Cold Formed Metal Framing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 41 00	Architectural Wood Casework	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 - Thermal and Moisture Protection					
07 21 00	Thermal Insulation	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 21 63	Fluid Applied Insulative Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 25 00	Weather Barriers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 42 13	Metal Wall Panels	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 62 00	Sheet Metal Flashing and Trim	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 90 05	Joint Sealers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 - Openings					
08 43 13	Aluminum Framed Storefronts	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 80 00	Glazing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 - Finishes					
09 21 16	Gypsum Board Assemblies	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 90 00	Painting and Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT C

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**OTHER PROVISIONS TO STANDARD CONTRACTOR AGREEMENT
Lowell Elementary School Misc. Remodeling – Rebid
Duluth, MN**

- **Notice to Proceed:** This exhibit shall serve as your official “Notice to Proceed” document.
- **Request for Payment:** Submit applications for payment through Procore to ICS for review and approval by the 25th of the Month. The completed schedule of values must be uploaded into Procore through the Invoicing module for approval and acceptance before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.
- **Submission of Contractor’s Construction Schedule/Dates:** All prime contractors are asked to submit a preliminary milestone schedule for their portions of the work to be reviewed and incorporated into the overall project schedule created by the Project Manager. Scheduling of the work will be coordinated with the Project Manager.
- **Shop Drawings & Required Submittals:** The Construction Manager (ICS) will set up the submittal log and apply the submittal reviewers in Procore. This needs to be done before Submittals can be uploaded. Shop drawings and submittals shall be forwarded via the Construction Manager’s web-based project management software system Procore by the Prime Contractor. All shop drawings and submittals shall include an approval stamp from the Prime Contractor.

Within ten (10) working days after award of the Contract and prior to starting work on-site, this Contractor must submit to ICS via the Submittals tool within Procore:

- **Insurance Certificates:** **Owner and ICS shall be named as additional named insureds.** Certificate holders shall be as follows:

Duluth Public Schools
ISD #709
4316 Rice Lake Road
Duluth, MN 55802
- **Performance Bond and Payment Bond:** Submit one copy of required performance and payment bonds prior to initiating any work on site. Refer to the General Conditions for bond specifications and requirements.
- **Contract:** Your Contract has been enclosed for review and execution. After signing, the contract will be forwarded directly to the Owner for execution. You will receive a fully-executed copy electronically through DocuSign upon completion.
- **Schedule of Values:** Please submit a detailed breakdown of all material and labor including all requirements referenced in Section 9.2 of Spec Section 00 72 00 – General Conditions and Spec Section 01 29 00 Payment Procedures via CSV Template sent to you within 10 days of receipt of your Contract. Once reviewed and approved, ICS will import this into the Invoice Tool.
***PLEASE NOTE:** You will receive an e-mail with detailed instructions for completing this template.
- **Safety Plan:** Please submit a detailed Safety Plan, including your company COVID-19 Preparedness Plan, AWAIR and Right to Know documentation within 10 days of your receipt of Contract.



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 24th day of March in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools
 ISD #709
 709 Portia Johnson Drive
 Duluth, MN 55811

and the Contractor:
(Name, legal status, address, and other information)

St. Germain’s Glass
 212 N. 40th Avenue West
 Duluth, MN 55807

for the following Project:
(Name, location, and detailed description)

Lowell Elementary School Miscellaneous Remodeling - Rebid
 2000 Rice Lake Road
 Duluth, MN 55811

Work Scope 02 – Openings

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
 1331 Tyler Street N.E., Suite 101
 Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

DSGW Architecture
 2 West First Street
 Suite 201
 Duluth, MN 55802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by August 23, 2025.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor’s achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Thirty-Five Thousand, One Hundred and No/100 Dollars (\$ 135,100.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #1	\$10,000.00

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in **§ 5.1.3** of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

Init.

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Duluth Public Schools
ISD #709
713 Portia Johnson Drive, Door F
Duluth, MN 55811
Email: bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mike Ugrich
St. Germain's Glass
212 N. 40th Avenue West
Duluth, MN 55807
Phone: 218-628-0221
Email: mugrich@stgermainsglass.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
One	2/18/2025	4
Two	2/25/2025	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

.9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zunich 3/24/2025
OWNER (Signature)

Simone Zunich
Executive Director of Business Services
(Printed name and title)

Signed by:

Dan Paulson 3/24/2025
CONTRACTOR (Signature)

Dan Paulson
General Manager
(Printed name and title)

EXHIBIT A

Printed on Tue Feb 18, 2025 at 08:04 am CST

127

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
 2000 Rice Lake Road
 Duluth, Minnesota 55811



ICS

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.1	30x42 Title Sheet	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
Architectural					
A2.1	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.2	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.3	Elevations	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A4.0	Schedules/Types/ Sections and Details	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST
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Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
2000 Rice Lake Road
Duluth, Minnesota 55811



ICS

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 0	Cover Page	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 01	Project Manual Title and Registration Sheet	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 10	Table of Contents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 15	Schedule of Drawings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 11 13	Advertisement for Bids	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 20 00	Instructions to Bidders	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 23 00	Request for Approval of Substitution	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 41 13	Bid Form	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 50 00	List of Contract Forms	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 72 00	General Conditions	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 73 43	Prevailing Wage Rate Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 91 00	Addenda	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 - General Requirements					
01 11 00	Summary of Work	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 12 00	General Work Scope Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 00	List of Work Scopes	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 01	Work Scope 01 - General Construction	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 02	Work Scope 02 - Openings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 21 00	Allowances	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 26 00	Contract Modification Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 29 00	Payment Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 30 00	Administrative Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 32 10	Project Schedule Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 33 00	Submittal Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 40 00	Quality Requirements Testing Services	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 50 00	Temporary Facilities and Controls	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 52 00	Safety	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 60 00	Product Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 70 00	Execution Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 73 29	Cutting and Patching	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 77 00	Closeout Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 78 00	Project Record Documents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST

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Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades

2000 Rice Lake Road

Duluth, Minnesota 55811



ICS

Number	Description	Revision	Issued Date	Received Date	Set
02 - Existing Conditions					
02 41 00	Demolition	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
05 - Metals					
05 40 00	Cold Formed Metal Framing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 41 00	Architectural Wood Casework	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 - Thermal and Moisture Protection					
07 21 00	Thermal Insulation	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 21 63	Fluid Applied Insulative Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 25 00	Weather Barriers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 42 13	Metal Wall Panels	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 62 00	Sheet Metal Flashing and Trim	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 90 05	Joint Sealers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 - Openings					
08 43 13	Aluminum Framed Storefronts	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 80 00	Glazing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 - Finishes					
09 21 16	Gypsum Board Assemblies	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 90 00	Painting and Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT C

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OTHER PROVISIONS TO STANDARD CONTRACTOR AGREEMENT
Lowell Elementary School Misc. Remodeling – Rebid
Duluth, MN

- Notice to Proceed: This exhibit shall serve as your official “Notice to Proceed” document.
- Request for Payment: Submit applications for payment through Procore to ICS for review and approval by the 25th of the Month. The completed schedule of values must be uploaded into Procore through the Invoicing module for approval and acceptance before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.
- Submission of Contractor’s Construction Schedule/Dates: All prime contractors are asked to submit a preliminary milestone schedule for their portions of the work to be reviewed and incorporated into the overall project schedule created by the Project Manager. Scheduling of the work will be coordinated with the Project Manager.
- Shop Drawings & Required Submittals: The Construction Manager (ICS) will set up the submittal log and apply the submittal reviewers in Procore. This needs to be done before Submittals can be uploaded. Shop drawings and submittals shall be forwarded via the Construction Manager’s web-based project management software system Procore by the Prime Contractor. All shop drawings and submittals shall include an approval stamp from the Prime Contractor.

Within ten (10) working days after award of the Contract and prior to starting work on-site, this Contractor must submit to ICS via the Submittals tool within Procore:

- Insurance Certificates: **Owner and ICS shall be named as additional named insureds.** Certificate holders shall be as follows:

Duluth Public Schools
ISD #709
4316 Rice Lake Road
Duluth, MN 55802
- Performance Bond and Payment Bond: Submit one copy of required performance and payment bonds prior to initiating any work on site. Refer to the General Conditions for bond specifications and requirements.
- Contract: Your Contract has been enclosed for review and execution. After signing, the contract will be forwarded directly to the Owner for execution. You will receive a fully-executed copy electronically through DocuSign upon completion.
- Schedule of Values: Please submit a detailed breakdown of all material and labor including all requirements referenced in Section 9.2 of Spec Section 00 72 00 – General Conditions and Spec Section 01 29 00 Payment Procedures via CSV Template sent to you within 10 days of receipt of your Contract. Once reviewed and approved, ICS will import this into the Invoice Tool.
***PLEASE NOTE:** You will receive an e-mail with detailed instructions for completing this template.
- Safety Plan: Please submit a detailed Safety Plan, including your company COVID-19 Preparedness Plan, AWAIR and Right to Know documentation within 10 days of your receipt of Contract.

March 4, 2025

EFFECTIVE DATE: May 1, 2025 – April 3, 2026

FOR: Sheila Oak
Dietetic Technician Registered
Supervisor of Child Nutrition Program
Duluth Public Schools/ISD 709
215 North 1st Avenue East
Duluth, MN 55802
218.336.8700 x 1017
Sheila.oak@isd709.org
www.isd709.org

CONTRACT TITLE: School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

PARTIES:

This agreement is made and entered into by and between **ProTeam Foodservice Advisors, LLC** ("ProTeam"), and **Duluth Public Schools/ISD 709** ("District").

In continuing our commitment to the success of your school district, ProTeam Foodservice Advisors is pleased to offer the renewal of the **School Menu Solutions** software subscription and support services for the 2025 school year.

Below is a summary of the charges for the upcoming school year.

I. FEES FOR SOFTWARE SUBSCRIPTION AND MENU SUPPORT SERVICES

Description	Costs
2025 Software Subscription	\$6,836.00
2025 Professional Set-up & Support Services	\$10,815.00
Total Cost of Software and Services	\$17,651.00

II. 2025 Menu Details

	Menu	Menu Type	Weeks in Cycle
1	Breakfast (Schools 1 - 9) (K-5)	SBP	1
2	Breakfast (Schools 10-11) (6-8)	SBP	1
3	Breakfast (Schools 12 -13) (9-12)	SBP	1
4	Elem Lunch (K-5)	NSLP	4
5	MS Lunch (6-8)	NSLP	4
6	MS Bun Line (6-8)	NSLP	1
7	MS Boxed Salad (6-8)	NSLP	1
8	MS Pizza (6-8)	NSLP	1
9	MS Sub Line (6-8)	NSLP	1
10	HS Lunch (9-12)	NSLP	4
11	HS Bun Line (9-12)	NSLP	1
12	HS Boxed Salad (9-12)	NSLP	1
13	HS Pizza (9-12)	NSLP	1
14	HS Sub line (9-12)	NSLP	1
15	K-8 Breakfast Rockridge Academy	SBP	1
17	ALC Breakfast (9-12)	SBP	1
18	ALC Lunch (9-12)	NSLP	4
19	Fruit and Vegetable Bar	-	1
20	After School Snack	CACFP	2
21	Denfeld Super Snack (9-12)	CACFP	1
22	Summer Hot Breakfast	SFSP	1
23	Summer Hot Lunch	SFSP	2
24	Summer Cold Lunch	SFSP	1
25	Summer Cold Breakfast	SFSP	1
		TOTAL	38

III. PAYMENT TERMS AND RENEWALS

- **Annual Billing:** The District will be billed annually for software subscription and support services. Renewal rates will be provided 45 days prior to the renewal date.
- **Renewal Fees:** Subsequent year fees may vary based on factors such as increases in software subscription pricing, additions to the number of menus or cycle weeks, changes in the frequency of menu updates, and/or whether the district is due for an administrative review.
- **Change in Prime Vendor:** If the District transitions to a new food vendor in year two or beyond, a new account may be created. The setup fees associated with this transition will be comparable to the initial setup costs. Should additional menus or cycle weeks have been added after the original agreement, the setup fees may exceed the initial costs. Additionally, a \$300 annual fee may apply to maintain access to the original account and its archived data.
- **Payment Methods:** Payments may be made via check. ACH payment processing is also available upon request. ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website www.coolschoolcafe.com.
- **Contract Termination:** If the District wishes to terminate the contract, written notice must be provided to ProTeam at least 30 days prior to contract end date. The district is responsible for retrieving data necessary for its records. Once termination occurs, the district will no longer have access to data electronically in the software. Additionally, if the district severs ties with ProTeam, the district acknowledges that the data created by ProTeam Foodservice Advisors is its intellectual property. Should the district wish to maintain access to this data upon separation, a fee will be incurred. Additionally, the data will not be subject to updates or specification changes that may occur after separation. The district will be responsible for such updates and changes.
- **Travel Costs:** Any travel time for meetings, work sessions, training, and observation site visits will be billed separately. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual cost when authorized prior to travel.

IV. ADDITIONAL SERVICES

Any services outside the scope of this agreement will be billed at \$150 per hour for menu consultant time when authorized in writing. Additional services that can be purchased a la carte include:

ProTeam Build Out and Support for Services Above and Beyond Current Contract	
Seasonal New Recipe Build - 25 count recipe/change increments	\$1,125
Build One Week of Cycle Menu	\$100-200 <i>depending on menu type</i>
A la Carte Menu Package with Smart Snack Documentation (per grade level/menu)	\$400
Menu Planning Consulting Package (5 hours)	\$500

V. PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE

The Consultant shall provide the following insurance coverages:

Employers' Liability	\$100,000.00 per occurrence / \$300,000.00 policy limit
General Liability	\$2,000,000.00 per occurrence / \$4,000,000.00 aggregate
Professional Liability	\$1,000,000.00 per occurrence
Auto Liability	\$1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall provide the Client with a Certificate of Insurance evidencing the insurance levels listed above.

VI. SUCCESSORS AND ASSIGNS

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

VII. STATEMENT OF INDEPENDENCE

ProTeam Foodservice Advisors, LLC is an independent consulting firm. Our firm, including any of the firm principals or associates, do not have any formal or informal relationship with food service management companies, software vendors, equipment suppliers, dealers or manufacturers, other than in a normal course of representing our client's interest. We receive no compensation other than fees from our clients.

VIII. ACKNOWLEDGEMENT

By signing this agreement, both parties acknowledge and accept the terms outlined above.

ProTeam Foodservice Advisors, LLC ("Company")

Submitted By: Brittany Herman

March 4, 2025
Date

Name: Brittany Herman, MSA, RD, LD
Title: Director, School Menu Solutions
brittany@proteamadvisors.com
1-844-662-3767, Ext 116

Duluth Public Schools/ISD 709 Schools

Approved By: Simone Zurich

3/7/25
Date

Name: Simone Zurich

Title: Exec. Dir. Finance, Business Services

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
EST 1967

March 12, 2025

Cathy Holman
Purchasing Coordinator
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Dear Cathy,:

Upper Lakes Foods is pleased to renew with Duluth Public Schools, ISD 709 for the upcoming 2025-2026 school year. The mark-up is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

10.50% Mark-up Per Case - Grocery

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

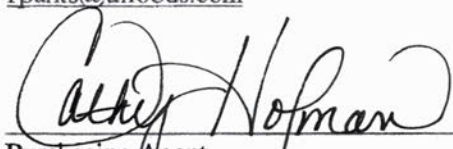
Please sign below and return via email or mail.

Sincerely,



Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
rparks@ulfoods.com

3/12/2025
Date



Purchasing Agent

3-13-25
Date

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
 EST 1967

TO: School Food Authority –Duluth Public Schools, ISD 709
FROM: Denise Sorensen
DATE: March 12, 2025
SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following.

Commodity fee per district dry or frozen \$4.25 per case
 Plus, handling and storage pass through fee charged by Wisconsin/Soldier Trucking and Storage per case.

Diverted/processed commodities:

Commodity fee per district dry or frozen \$4.25 per case
 Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2026.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR: UPPER LAKES FOODS, INC.
CONTACT PERSON: DENISE SORENSEN
ADDRESS: 801 INDUSTRY AVENUE
CITY/STATE/ZIP: CLOQUET, MN 55720
TELEPHONE: (218) 879-1265 Ext. 4379
EMAIL: denisesorensen@ulfoods.com

SCHOOL FOOD AUTHORITY: Duluth Public Schools - ISD 709
CONTACT PERSON: Sheila Oak, Stacy Bergstedt
ADDRESS: 709 Portia Johnson Drive
CITY/STATE/ZIP: Duluth, MN
TELEPHONE: 218-336-8707
EMAIL: Sheila.oak@isd709.org
SFA REPRESENTATIVE SIGNATURE: Sheila A Oak, DTR
DISTRIBUTOR REPRESENTATIVE SIGNATURE: Denise Sorensen

801 INDUSTRY AVENUE
 CLOQUET, MINNESOTA 55720

T. 800.879.1265
 F. 218.879.1940

INFO@ULFOODS.COM
 WWW.UPPERLAKESFOODS.COM

**TECH VILLAGE, LLC
MONTH TO MONTH PARKING AGREEMENT**

LICENSE AGREEMENT made this 10th day of March 2025 by and between Duluth Technology Village, LLC, (hereinafter “Licensor”) and ISD 709 DULUTH PUBLIC SCHOOLS (herein “Licensee”).

1. Grant of License. Licensor hereby grants to Licensee a license for one (1) parking space “parker access” in the parking lot located in the Tech Village Parking Ramp. The term of this License Agreement shall be month to month commencing on March 1, 2025. The access shall automatically renew on a month to month basis upon the same terms and conditions unless a thirty (30) day notice to terminate is received.

2. Charge: Licensee shall pay the sum of \$115.00 per month for the use of the parking space. Licensor and Licensee agree that the parking rate is a pass through of the costs charged to the Licensor by the City of Duluth. In the event the City of Duluth increases the Additional Parking Rate during the Renewal Term and any extension(s) thereof, Licensor shall give Licensee thirty (30) days prior written notice of such parking rate change and thereafter, the parking rate charge shall be adjusted to the verified parking charged being charged to the Licensor by the City of Duluth. This monthly charge shall be paid on the 1st day of each month. Payment not received by the 10th of will be charged a late fee of \$10.00.

3. Non-Assignability: This license is non-assignable by Licensee. In the event that Licensee attempts to assign Licensees rights hereunder, this License Agreement shall terminate immediately. If the License is terminated pursuant to this paragraph, Licensee shall not be entitled to a refund, in whole or in part.

4. Licensee to be Held Harmless: Licensee stipulates and agrees that Licensor shall

not be liable to the Licensee, and that Licensee shall indemnify and hold harmless Licensor against any claims, demands, actions, liens, rights subrogated or contribution interests, debts, liabilities, judgments, costs and attorney's fees arising out of or claimed on account of, or in any manner predicated upon, Licensees use of the parking space. Licensee further agrees that Licensee shall assume any and all risk arising out of Licensees use of the parking space.

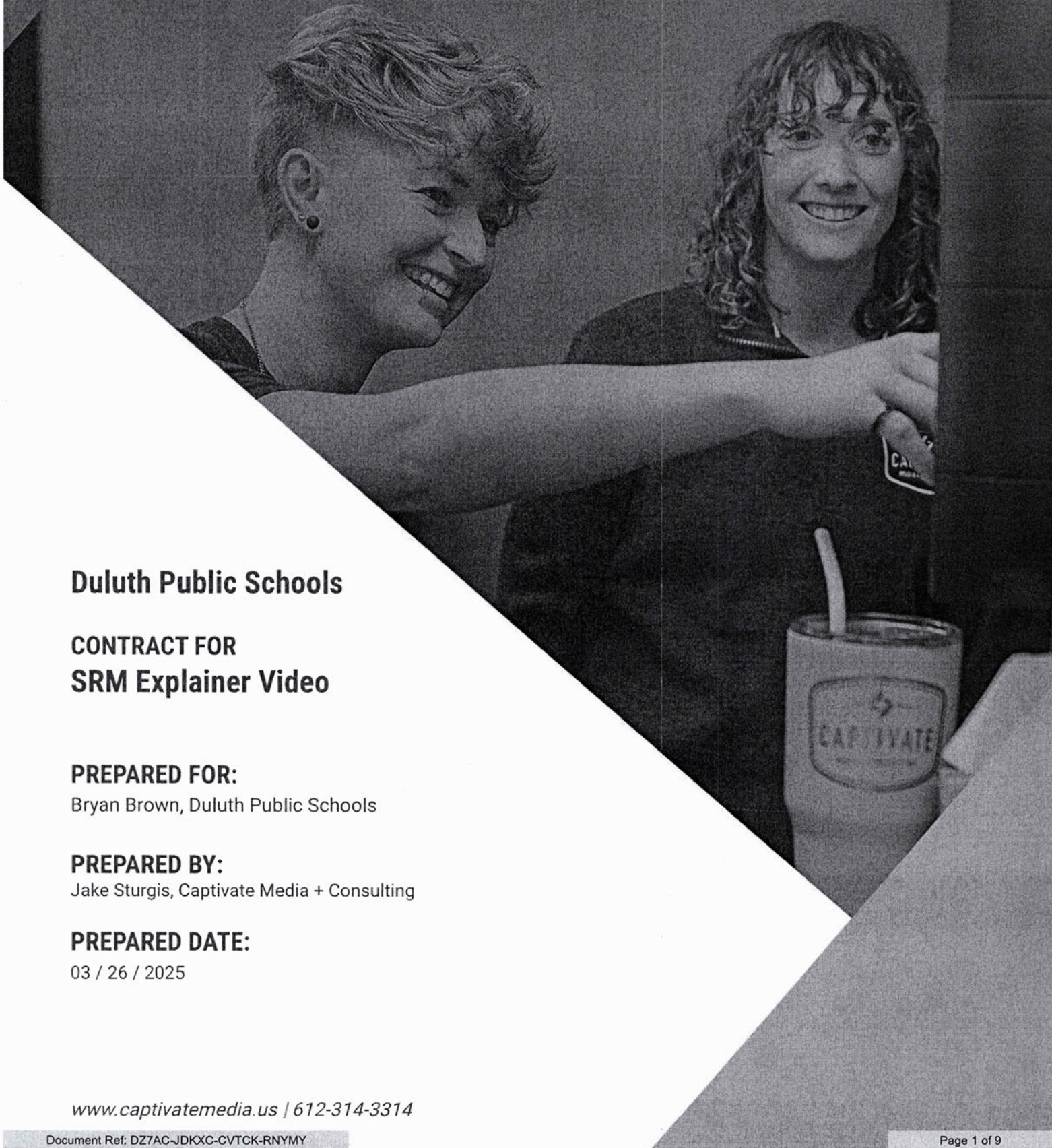
LICENSOR:
TECH VILLAGE, LLC

LICENSEE:
INDEPENDENT SCHOOL DISTRICT NO.709

By: _____
Its: _____

Simone Zurich

By: *Simone Zurich*
Its: *Exec. Dir. Finance, Business Services*



Duluth Public Schools

CONTRACT FOR SRM Explainer Video

PREPARED FOR:

Bryan Brown, Duluth Public Schools

PREPARED BY:

Jake Sturgis, Captivate Media + Consulting

PREPARED DATE:

03 / 26 / 2025

www.captivatemediacompany.com | 612-314-3314



This Statement of Work (SOW) is between Duluth Public Schools and Capture Video LLC d/b/a Captivate Media + Consulting (“Captivate”), effective 03 / 26 / 2025 (the “Agreement”). This SOW is subject to the terms and conditions attached hereto. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

1. Client Information

Duluth Public Schools
 c/o Bryan Brown
 709 Portia Johnson Drive
 Duluth, MN 55811

2. Project Overview

Captivate and Client agree to the below project summary, the project contract price, and the more detailed production outline.

PROJECT NAME	TYPE OF MEDIA	DURATION	FIRST DRAFT	FINAL DELIVERY
1x SRM Explainer	Video	Approx. 3:00	April 2	by April 9

Project Scope

PERIOD OF PERFORMANCE

The work will be performed between 03 / 26 / 2025 - 04 / 09 / 2025

SCOPE OF WORK

Captivate will customize the templated Standard Reunification Mehtod (SRM) video that is approximately 3:00 in length and is based on a Captivate written script. Client will send district logo and requested customizations for Captivate to update and customize the video. We will provide a closed caption file in English. Customizations outside of what is noted in the script may be subject to additional fees.

Project Timeline

1. Contract is signed	Contract is signed authorizing Captivate to begin work	by March 28
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2. Logos and customizations	Client submits logo(s) and customizations to Captivate	by March 31
3. Production Begins	Captivate will begin production of your animated video	1 business day following all logos and customizations received
4. First draft of video	We will deliver the first version of the video for you to review	7 business days after logos & customizations received
5. Feedback due	Feedback is due from the first version of the video	Within two business days of receiving first draft
6. Final video	We will deliver the approved video along with an .srt closed caption file in English	Within four business days of receiving feedback

3. Project Costs and Payment

Client agrees that fees for the work performed as outlined in this SOW shall be paid as invoiced by Captivate.

Company will perform the Services set forth in Section 2 above in the amount of \$2,000, to be paid by Client as follows:

- Amount due upon signing Agreement: \$0
- Due upon final completion and delivery of Deliverables: \$2,000

Revisions

The scope set forth in Section 2 above includes Company making one (1) round of revisions to the video, provided the revisions are made within the scope of the approved video script. Client requested revisions beyond such scope will be invoiced at a rate of \$165 per hour.

4. Services Term

The term of this Schedule shall commence on the Schedule Effective Date and continue for a period of no more than 30 days.

CAPTIVATE MEDIA + CONSULTING

Terms and Conditions

This Master Services Agreement is effective on the date last written and is by and between Duluth Public Schools ("Client"), and Capture Video, LLC, a Minnesota limited liability company dba Captivate Media + Consulting ("Captivate").

1. DEFINITIONS

- 1.1. "Client Materials" means scripts, storyboards, product props, production notes, music, talent, creative guidance, releases, and recordings to be used in the Services and/or Deliverables.
- 1.2. "Confidential Information" means all nonpublic information disclosed by Client to Captivate, including without limitation, Captivate IP, products, services, tools, techniques, processes, strategic information, customer lists, supplier lists, documentation, data, designs, drawings, technical information, and client lists. Confidential information shall not including information which was previously lawfully known to Captivate, information which becomes publicly available other than by unauthorized disclosure, information developed by Captivate independent of Captivate's access to Confidential Information, or information received by Captivate from a third party.
- 1.3. "Deliverables" means any and all work product, video, reports, artwork, graphics, animations, materials and other deliverables created or developed by Captivate in the performance of the Services.
- 1.4. "Services" means the services described in the Statement of Work.

2. SERVICES AND DELIVERABLES

- 2.1. Client hereby retains Captivate to provide the Services and provide the Deliverables set forth in the applicable Statement of Work.

3. FURNISHING OF MATERIALS, SERVICES, AND RELEASES

- 3.1. Client shall supply Captivate with all Client Materials as outlined in Section 3 above so Captivate has needed assets to create video for Client.
- 3.2. Client shall be solely responsible for obtaining all consents, release, waivers and assurances (written and otherwise) from all participants provided by Client to Captivate for inclusion in any production pursuant to this Agreement, including without limitation from the parents or guardians of participants who are minors, as necessary for Client to comply with the terms of this Agreement. Client acknowledges and agrees that, as between Client and Captivate, any failure to obtain such consents, releases, liability waivers, or assurances shall be the sole responsibility and liability of Client. In addition, and without limiting the terms of the foregoing, Captivate shall have the right in its discretion to have each participant sign a written waiver and release directly between each participant and Captivate.

4. CHANGES IN SPECIFICATIONS

- 4.1. Captivate reserves the right to edit Deliverables at its discretion, provided that Client shall have the right to approve all final Deliverables. If at any time, Client desires to make any changes or variations to the Deliverables, or from any material or work in progress, and such changes result in additional cost to

Captivate, Captivate agrees to notify Client of the amount before any such additional costs are incurred and Captivate shall proceed only after receiving approval (written or oral) from Client. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

5. OWNERSHIP

5.1. Captivate shall retain all ownership of Captivate's products, software, hardware, video, artwork, graphics, designs, intellectual property, ideas, designs, methodologies, and all patent, copyright, trademark and other intellectual property rights owned or developed prior to the execution of this Agreement or developed separately therefrom ("Pre Existing Captivate IP").

5.2. Subject at all times to Client's satisfaction of its payment obligations under this Agreement, any and all photographs, negatives, video footage, images, renderings and other related materials created or produced by Captivate in connection with the Deliverables shall be deemed a "work made for hire" under Title 17 of the United States Code, as amended. To the extent that any portion of the work is not a work made for hire, Captivate hereby grants an irrevocable, royalty-free, worldwide license in in the Work. Client shall not reverse engineer, deconstruct, or make derivatives of Pre Existing Captivate IP.

5.3. Until notified in writing by Client, Captivate shall have a revocable license to use the Deliverable strictly for promotional purposes.

6. CONFIDENTIALITY

6.1. Captivate shall use the Confidential Information solely for the purposes of administering and otherwise implementing the terms of this Agreement and in the course of performing Captivate's obligations or the exercise of its rights. Captivate shall restrict disclosure of Confidential Information solely to those persons and entities with a need to know in the ordinary course of performing the contemplated services.

7. INDEPENDENT CONTRACTOR

7.1. It is understood that Captivate is an independent contractor hereunder and Captivate agrees, warrants and represents that the Deliverables referred to in this Agreement shall be produced in compliance with all national, state and local laws. Nothing in this Agreement shall constitute an employment relationship between Captivate and Client.

8. PAYMENT

8.1. Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Client chooses to defer payment beyond the due date, Captivate may, at its sole discretion, charge Client as additional consideration an amount equal to the current prime rate +2% (as charged by Captivate's bank from time to time) on unpaid amounts until paid, compounded monthly. Ownership of all items created under this Agreement does not transfer from Captivate to Client until full payment is received.

9. INDEMNIFICATION

9.1. Captivate agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses arising out of the breach of any obligations, warranty or representation of Captivate in this Agreement.

9.2. Client agrees to indemnify, defend, and hold harmless Captivate and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty, or representation of Client in this Agreement.

10. LIMITATION OF LIABILITY AND DISCLAIMER

10.1. Disclaimer: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CAPTIVATE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICE OF DELIVERABLES.

10.2. Limitation of Liability: EXCEPT WITH RESPECT TO CAPTIVATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CAPTIVATE OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, GOVERNORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES BY CLIENT, NOT TO EXCEED FEES PAID BY CLIENT TO CAPTIVATE UNDER THE AFFECTED SCHEDULE.

10.3. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES AND DELIVERABLES WOULD NOT BE PROVIDED TO CLIENT ABSENT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY.

10.4. Any claims arising in connection of this Agreement must be brought within one (1) year of the date of the event giving rise to such action.

11. TERM AND TERMINATION

11.1. The term of this Agreement will commence upon signature of this Agreement and remain in effect until terminated in accordance with the terms of this Agreement.

11.2. Termination for Convenience: either party may terminate this Agreement for convenience and without cause at any time upon at least thirty (30) days prior written notice to the other party.

11.3. Termination for Cause: in the event that this Agreement is terminated for cause, it shall result in the immediate ceasing of all Services under the State of Work. In the event that either party makes an assignment of all or substantially all of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary bankruptcy or the subject of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such actions are not dismissed within sixty (60) days of filing, the other party may immediately terminate the Agreement for cause.

11.4. Termination for Material Breach: either party may terminate this Agreement for cause if the other party breaches a material term or condition and fails to cure such breach within thirty (30) days of the date that written notice of the breach is provided to the breaching party.

11.5. Effect of Termination: Unless otherwise provided, Client shall promptly pay for all Services performed by Captivate under the applicable Statement of Work up to and including the effective date of termination. If Client has pre-paid Services on a fixed fee basis, Captivate shall refund any unearned fees as of the effective date of termination. Notwithstanding the foregoing, any deposit paid by Client shall be nonrefundable.

12. CANCELLATION

12.1. A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. If Captivate blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then Captivate makes no further efforts to sell the time.

12.2. Cancellation and Postponement: Motion Graphics Project

12.2.1. If notice of cancellation or postponement is given more than halfway through the production schedule of the job, Client shall be liable to Captivate for the full cost of the job as bid.

12.2.2. If notice of cancellation or postponement is given less than halfway through the production schedule of the job, Client shall be liable to Captivate for all out of pocket costs, plus 50% of the full production fee on the job as noted above.

13. INTENTIONALLY DELETED

14. TAXES

14.1. Any sales tax, use tax, or other tax payable on the production and delivery of the items created under this Agreement shall be the responsibility of Client who shall pay, defend and hold harmless Captivate from payment of any such taxes.

15. ASSIGNMENT

15.1. This Agreement may not be assigned by either party without the written consent of the other.

16. DISPUTE RESOLUTION

16.1. Any controversy or claim arising out of or related to this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules conducted in Hennepin County, Minnesota by an arbitrator selected under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section shall not apply to any cause of action for which a party may be entitled to injunctive relief. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

17. MODIFICATION

17.1. This Agreement and any Addends attached hereto shall constitute the entire agreement between Producer and Client. Any amendments hereto must be in writing and signed by each party.

18. CAPTIONS

18.1. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

19. NO WAIVER

19.1. Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

20. ENFORCEABILITY

20.1. If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

21. APPLICABLE LAW

21.1. This Agreement shall be governed by, construed and enforce according to the laws of the state of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state and federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court’s jurisdiction and irrevocably waive any objection with respect to the same.

AGREED AND SIGNED:

Client:

Capture Video LLC dba Captivate Media + Consulting

Bryan Brown

Jacob Sturgis

By: Bryan Brown

By: Jacob Sturgis

Its: Facilities Manager ISD 709 Duluth

Its: Founder & CEO

Date: 03 / 26 / 2025

Date: 03 / 26 / 2025



CERTIFICATE *of* SIGNATURE

REF. NUMBER
DZ7AC-JDKXC-CVTCK-RNYMY

DOCUMENT COMPLETED BY ALL PARTIES ON
27 MAR 2025 14:18:42 UTC

SIGNER

TIMESTAMP

SIGNATURE

BRYAN BROWN

EMAIL
BRYAN.BROWN@ISD709.ORG

SHARED VIA
LINK

SENT
26 MAR 2025 14:39:14 UTC

VIEWED
26 MAR 2025 14:43:05 UTC

SIGNED
27 MAR 2025 14:17:35 UTC



IP ADDRESS
24.158.25.240

LOCATION
DULUTH, UNITED STATES

JAKE STURGIS

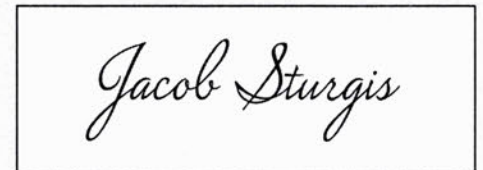
EMAIL
JAKE@CAPTIVATEMEDIA.US

SHARED VIA
LINK

SENT
26 MAR 2025 14:39:14 UTC

VIEWED
27 MAR 2025 14:18:37 UTC

SIGNED
27 MAR 2025 14:18:42 UTC



IP ADDRESS
24.7.240.197

LOCATION
BLOOMINGTON, UNITED STATES



UNIVERSITY OF MINNESOTA

**TWELFTH AMENDMENT TO
USE AND SERVICES AGREEMENT**

THIS TWELFTH AMENDMENT TO USE AND SERVICES AGREEMENT (the “**Amendment**”) is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”), and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, an Eighth Amendment dated March 18, 2021, a Ninth Amendment dated April 25, 2022, a Tenth Amendment dated March 10, 2023, and an Eleventh Amendment dated March 13, 2024, (the “**Agreement**”), providing for Licensee’s use of the Robert F. Pierce Speech-Language-Hearing Clinic (the “**Clinic**”) on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee’s clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2025, and ending June 30, 2026, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee’s clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee’s request to renew.
4. The License Fee for the annual renewal beginning July 1, 2025, will be \$358.07 per month and the Calibration Fee will be \$355.00 per month. The Fee for Secretarial Services will be \$727.40 per month. All other fees remain unchanged. Notwithstanding the foregoing, University agrees not to charge any fees (i.e., the License Fee, Calibration Fee, the Fee for Secretarial Services, per-client charge, or photocopying fee) for the months of July and August if Licensee and Licensee’s clients do not access or otherwise use the Clinic or such services at all

during such months. For avoidance of doubt, all such fees shall continue to be charged to Licensee for all other months regardless of access or use.

5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.

6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.

7. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines.

8. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "**Uncontrollable Event**" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

9. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

10. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By: *Rebecca Paulson*

Name Rebecca Paulson
Title: Director of Leasing & Property Management
Date: March 17, 2025

By: *Simone Zunich*

Name: Simone Zunich
Title: Executive Director/Finance Manager
Date: 3.17.25

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Pleasant View Playhouse, 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 January 10, 2025 and shall remain in effect until May 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.** 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 month) following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 415 Pleasant View Rd, Duluth, MN 55811.

The approximate date the service will begin is January 10, 2025 and shall not extend beyond May 30, 202, District will pay 3 days per month @ \$48 per day.

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr. Duluth, MN 55803, 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 \$144.00 monthly and \$720.00 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 Pleasant View Playhouse at 415 Pleasant View Rd, 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.

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AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigitte Eckwood, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of 2/25/25 and shall remain in effect until 6/30/2025, 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.

Planning and Coordination:

The contractor will strategize and plan events that align with the objectives of the district affinity groups. This includes coordination of logistics, securing venues, and ensuring the execution of planned activities.

Co-Facilitation of Affinity Group Events:

The contracted individual will actively participate in the facilitation of affinity group events. This involves engaging participants, fostering a collaborative environment, and ensuring that the objectives of each event are met effectively.

Communication:

Effective communication is paramount to the success of district affinity groups. The contractor will support clear and consistent communication channels, disseminating relevant information, and fostering an open dialogue among group members.

Reporting and Evaluation:

The contracted party will share feedback from affinity group events and any other pertinent information that contributes to the evaluation of program success.

Flexibility and Adaptability:

The contractor will demonstrate flexibility and adaptability to evolving needs. This may involve adjusting strategies based on feedback, exploring innovative approaches, and proactively addressing challenges that may arise during the course of the contract.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$800 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 London Goode, 2234 Ensign St Duluth, MN 55811.

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

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

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

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

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

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

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

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

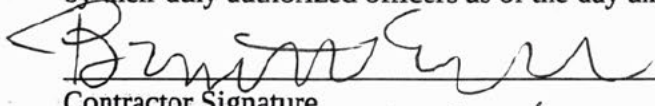

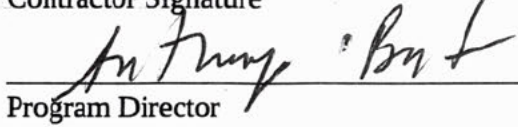
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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 2/25/25

 Program Director _____ Date 3/4/25

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).

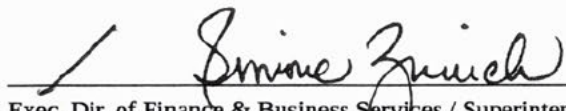
Please check the appropriate line below:

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	640	313	186	315
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 3/13/25

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Marlon Grant, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of 2/25/25 and shall remain in effect until 6/30/2025, 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.

Planning and Coordination:

The contractor will strategize and plan events that align with the objectives of the district affinity groups. This includes coordination of logistics, securing venues, and ensuring the execution of planned activities.

Co-Facilitation of Affinity Group Events:

The contracted individual will actively participate in the facilitation of affinity group events. This involves engaging participants, fostering a collaborative environment, and ensuring that the objectives of each event are met effectively.

Communication:

Effective communication is paramount to the success of district affinity groups. The contractor will support clear and consistent communication channels, disseminating relevant information, and fostering an open dialogue among group members.

Reporting and Evaluation:

The contracted party will share feedback from affinity group events and any other pertinent information that contributes to the evaluation of program success.

Flexibility and Adaptability:

The contractor will demonstrate flexibility and adaptability to evolving needs. This may involve adjusting strategies based on feedback, exploring innovative approaches, and proactively addressing challenges that may arise during the course of the contract.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$800 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 London Goode, 2234 Ensign St Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

Markus Grant _____ 2-25-25
 Contractor Signature SSN/Tax ID Number Date
Arny Burt _____ 3/4/25
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	313	186	315
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 _____ 3/13/25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

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: Ordean East MS event – 6th grade

Contact Person for Events: Staphanie Kiero

Address: 2900 E 4th St, Duluth, MN 55812 PhoneNo: 218-336-8940 E-mail: Simone.zunich@isd709.org stephanie.kiero@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, May 30th, 2025 12:00pm – 2:30pm**

For the purpose of: Ordean East MS students 6th grade Fun Day

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: Thering Fieldhouse – Courts set for basketball, volleyball, dodgeball and soccer with bags and ping pong off to the side. – NO MUSIC ON – 90 students

Rate

Fieldhouse rental @ 185/hr X 2.5 hrs	= \$ 462.50
5% Facility Fee	= \$ 23.71
5.5% WI tax	= \$ 26.75
Total	= \$ 512.96

- 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 - \$ 512.96 (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 \$ 256.00 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.

Initial
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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. 169
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.
18. 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.

If this contract is for an event where minors will be participating in the activity or this is an activity specifically serving minors (youth under age 18), the following additional stipulations apply:

Initial
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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. ATCP 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 ATCP 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 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. 171
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:

- Name
- 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 3/14/2025 | 2:39 PM CDT 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* 3/14/2025 | 2:42 PM CDT
DocuSigned by:
 Krisi Patterson, Director, Campus Recreation

By *Simone Zurbich*
Signed by:
 Simone Zurbich, Exec Dir of Business Services

FACILITY AGREEMENT

This Facility Agreement is made and entered into between Hamline University, herein called “Institution” and Duluth Denfeld High School, herein called Off-Campus Group (“OCG”).

OCG Contact: Tom Pearson | Tom.Pearson@isd709.org

Event | Event Ref: Boys HS Basketball Practice | 2025-AALRPM

Event Date | Time: Monday, March 17, 2025 | 5:00 - 6:30 pm
Tuesday, March 18, 2025 | 5:30 - 7:00 pm

Space Requested: Hutton Arena

Athletic Training: OCG must provide AT services during the event

Rental Fees: \$35/day; due on the date of use

HU Contact: Jim Hayes | jhayes01@hamline.edu
Ryan Wockenfus | rwockenfus01@hamline.edu

1. FACILITY RULES. OCG is required to adhere to all Institution policies, regulations, guidelines, and all local, state, and federal laws concerning health, safety and public order. A copy of the Institution’s regulations will be provided to the OCG upon request. OCG having participants or participant dependents under age 21 must provide adequate adult supervision at all times during the OCG scheduled dates on campus.

OCG participants (and participants’ parents/guardians) understand that the Facilities involve athletic facilities and are aware that any use of athletic facilities involves certain risks, including but not limited to: death, or other personal injury as a result of the area’s conditions, the acts of third parties or other unknown safety hazards, injuries resulting from loss of balance and footing on athletic surfaces, injuries due to conditions of equipment, unpredictability of the surface conditions, first aid operations or procedures of Releasees and/or others, and that there may be other risks not known or not reasonably foreseeable at this time.

OCG participants knowingly and voluntarily assume all such risks, both known and unknown, even if arising from the acts of the releasees (as defined herein), unless the risks arise from the Releasees negligence, gross negligence or intentional misconduct and OCG participants (and participants’ parents/guardians if participants are minors) assume full responsibility for their participation in the Facilities and use of the Facilities. OCG agrees to provide timely notice to the Institution of any occurrence of personal injury, death, or property loss, damage or destruction arising from the conduct of the event, and agrees to make reasonable efforts to mitigate the same.

2. INSURANCE. OCG shall provide a certificate of insurance for the coverages listed in the paragraph below before the event. The Institution should appear as an additional insured.

Limits of Insurance: OCG shall provide evidence of **a)** Commercial General Liability (CGL) insurance or OCG's Liability Insurance of an amount of not less than \$2 million per occurrence. **b)** Any OCG with OCG employees on campus shall provide evidence of statutory Workers Compensation insurance. **c)** OCG with minors on campus shall provide evidence of Sexual Misconduct/Abuse Liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable. **d)** Any OCG providing Athletic Trainers on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than \$2 million per occurrence / \$2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.

3. GUNS. The possession of guns is prohibited.

4. TOBACCO PRODUCTS. The Institution is a tobacco-free campus.

5. ANIMALS. Animals are not allowed in the building. Specifically trained service animals to aid a person with a disability are welcome.

6. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

7. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Ramsey County, Minnesota.

Beth Rittler

Signature of Hamline Representative

Beth Rittler, Sr Associate AD

Print Name, Title

3.15.25

Date

Signature of OCG Representative

Print Name, Title

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kate Moch, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/3/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$60 hourly and \$ 1,800 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: Rachel Lofald, 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)

1824 E 9th St, 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:

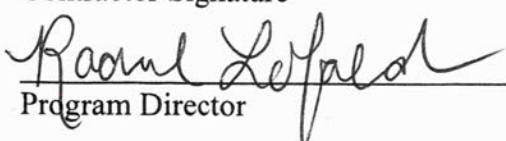
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

<div style="background-color: gray; width: 100px; height: 15px; margin-bottom: 5px;"></div> Contractor Signature	SSN/Tax ID Number	Date
 Program Director		3 2/25/25 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).

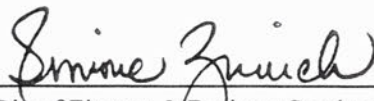
Please check the appropriate line below:

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	437
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

	3/7/25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Aine Miller, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/3/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$1,800 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: Rachel Lofald, 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)

33 Riverside 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:


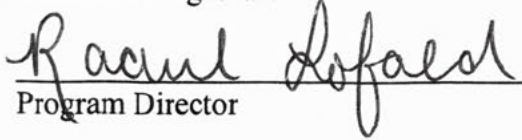
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 2/15/25

 Program Director _____ Date 2/3/25

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).

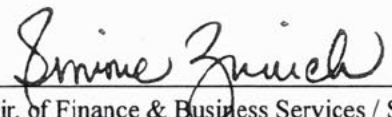
Please check the appropriate line below:

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	432
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 3/7/25

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of February 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Keegan Foster, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/11/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 hourly and \$ 800 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: Rachel Lofald, 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) 101 Summit St. Apt. 407-D 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.

Keegan Foster

Contractor Signature

[Redacted]

SSN/Tax ID Number

2/12/25

Date

Rachel Rofaied

Program Director

2/11/25

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>432</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 Zunic

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

3/7/25

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Abby Johnson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/5/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 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: Rachel Lofald, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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.

*   2/5/25
 Contractor Signature SSN/Tax ID Number Date

Racund Lofald 2/5/25
 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	815	298	000	305	432
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 3/7/25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2/7 day of February 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Ava Larson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/7/26 and shall remain in effect until 6/10/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1000 hourly and \$ 50 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Rachel Hofeld, 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) 197

129 14th Street, 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 2/19/25

 Program Director _____ Date 2/7/20

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	432
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 3/7/25

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Alyson Enderle, 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 1/30/25 and shall remain in effect until 6/15/2025, 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)* Voice lessons at Dentfeld High School

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$ 1,500 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: Rachel Lofald, 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.

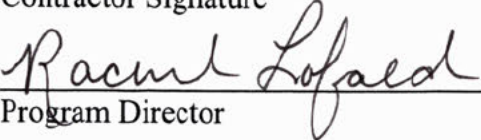
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 1/31/2025


 Program Director _____ Date 1/30/25

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).

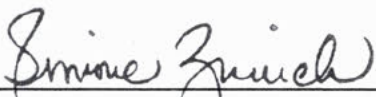
Please check the appropriate line below:

_____ 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	432
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 3.20.25

AGREEMENT

THIS AGREEMENT, made and entered into this 8 day of Feb, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kendra Carlson, 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 Feb 25 and shall remain in effect until March 25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are complete, 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 \$ 200 in total.

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

- 5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of March, 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and N'Dere Dance Troupe, 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 March 7, 2025 and shall remain in effect until March 7, 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. *(Must insert or attach a list of programs/services to be performed by contractor)*

- Contract is for a musical performance by the Ugandan musical ensemble, Mizizi Ensemble. Performance will be in the gymnasium for the student body, beginning at 8 AM and ending at approximately 8:45 AM.

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 \$ N/A hourly and \$ 500 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brett Mensing, 709 Portia Johnson Drive, Duluth, MN 55811.

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

N'Dere Dance Troupe ATTN: Paul Krasin and Shawn Gudmunsen, Director

1998 Greenwood Valley Drive River Falls, WI 54022

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.

Shawn W. [Signature] 39-186 2152 03/12/2025

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).

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

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Imine Zunic 3/14/25

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

Date

**No Cost Contracts Signed
March 2025**

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
Northeast Service Cooperative	Career Tech Education	CTE – reimbursement for Denfeld HS medical careers and Essentia job experience
Northeast Service Cooperative	Career Tech Education	CTE – reimbursement for Denfeld HS culinary and OMC chef experience job experience
Northeast Service Cooperative	Career Tech Education	CTE – reimbursement for Area Learning Center and AEO for Duluth aviation externship
Northeast Service Cooperative	Career Tech Education	CTE – reimbursement for Lincoln Park Middle School FACS and AFNR Field Trip to Farm
Midwest Special Instruments (MSI)	Special Services	Agreement to use DSC building (Closed Boardroom) during Spring Break for calibration of equipment from across the region
Wolf Ridge Environmental Learning Center	Lester Park ES	Field Trip 9/24/25 – 9/26/25 – paid for by fundraising and student activity funds

**Application & Reimbursement Request
FY 2024 - 2025**



**Career & Technical Education Grant
Externships / Professional Development Request**

Basic Project Information and Externship Details

For Office Use: UFARS Code 305 Costs

Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2025 through June 2025 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 15, 2025


GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

APPROVAL COMMITTEE: NESC CTE Budget Committee:

The Rural CTE Grant will fund externship grants for between 80 and 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Districts are limited to \$7,000 per academic year, and this may be reduced and equitably distributed to accommodate more requests. Externships must be submitted by May 30th. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires indicating their business partner. The Budget Committee will review applications and provide notice of approval.

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

Kathy Jankila and John Engelking

<p>Name of the proposed CTE Externship Project or Projects.</p> <p>Denfeld Medical Careers and Essentia</p> 
<p>If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting.</p> <p>Yes</p>
<p>Primary Project Contact Name/Email/Phone:</p> <p>Danette Seboe, Principal CTE, danette.seboe@isd709.org 218-336-8700 x 2140</p>
<p>Teacher(s) Assigned to Externships Name/Email/Phone:</p> <p>Andrew Nissen / andrew.nissen@isd709.org / 218-336-8830 (ext. 3033)</p>
<p>Primary Project School:</p> <p>Duluth Denfeld High School</p>
<p>Primary Partners (businesses or industries)</p> <p>Essentia Health</p>

District Number :	ISD 709
Proposed Project Start Date:	June 15, 2025
Projected number of students impacted as a result of the Externship	~40 students annually
Project Grade Level(s) Impacted:	11 and 12
Describe the activities, goals, and intended outcomes/student impact:	<p>In the proposed externship, I will be...</p> <p>The goal of this project is to gain experience and build a network to incorporate health practitioner experience into our coursework.</p> <p>Outcomes:</p> <ul style="list-style-type: none"> - healthcare worker visits to the classroom on a quarterly basis to help show our students professional pathways in the field. - Bolstering lab experiences with real-world, meaningful applications <p>Student Impact:</p> <ul style="list-style-type: none"> - A greater understanding of the professional options they have - more real-world experiences in the classroom/lab
Indicate if this externship was previously funded and the source of that funding.	This is a new externship.
Hourly Rate and Total Requested Funding Amount:	up to 80 hours x \$30/hr - \$2400 total request

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief and that I have the authority to apply for the requested award and in the amount requested. ²¹⁸

Simone Zunich

Signature of Business Manager

Simone Zunich

Printed Name

Executive Director Business Services

Title

3.20.25

Date

Danette Seboe

Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date



**Application & Reimbursement Request
FY 2024 - 2025**



**Career & Technical Education Grant
Externships / Professional Development Request**

Basic Project Information and Externship Details

For Office Use: UFARS Code 305 Costs

Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2025 through June 2025 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 15, 2025

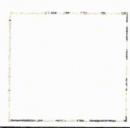
GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

APPROVAL COMMITTEE: NESC CTE Budget Committee:

The Rural CTE Grant will fund externship grants for between 80 and 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Districts are limited to \$7,000 per academic year, and this may be reduced and equitably distributed to accommodate more requests. Externships must be submitted by May 30th. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires indicating their business partner. The Budget Committee will review applications and provide notice of approval.

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

Kathy Jankila and John Engelking

<p>Name of the proposed CTE Externship Project or Projects.</p> <p>Denfeld Culinary and OMC Chef Experience</p>	
<p>If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. (Yes or No)</p> <p>Yes</p>	
<p>Primary Project Contact Name/Email/Phone:</p> <p>Danette Seboe, Principal CTE, danette.seboe@isd709.org 218-336-8700 x 2140</p>	
<p>Teacher(s) Assigned to Externships Name/Email/Phone:</p> <p>Stacy Gizas / stacy.gizas@isd709.org / 218-336-8830 x 3151</p>	
<p>Primary Project School:</p> <p>Denfeld High School</p>	
<p>Primary Partners (businesses or industries)</p> <p>OMC Smokehouse, Louis Hanson</p>	

District Number :	ISD 709
Proposed Project Start Date:	Jun 23, 2025
Projected number of students impacted as a result of the Externship	100
Project Grade Level(s) Impacted:	9-12 grade
Describe the activities, goals, and intended outcomes/student impact:	The goal of this externship is for Chef Stacy Gizas to gain professional experiences and additional real-world skills in order to bring them to the Denfeld classroom, enhancing theoretical learning for Denfeld students. Chef Stacy is hoping to work with OMC specifically in the catering, product development, and cookbook development arenas of their business. The intended outcome of this project is
Indicate if this externship was previously funded and the source of that funding.	N/A
Hourly Rate and Total Requested Funding Amount:	\$30/hr x 80 hours Total Funding Request: \$2,400

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief and that I have the authority to apply for the requested award and in the amount requested.

Simone Zunich

Signature of Business Manager

Simone Zunich

Printed Name

Executive Director Business Services

Title

3.18.25

Date

Danette Seboe

Signature of Authorized Supervisor

Danette Seboe

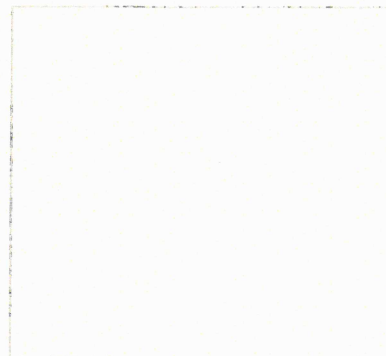
Printed Name

Principal

Title

3.18.25

Date



**Application & Reimbursement Request
FY 2024 - 2025**

Career & Technical Education Grant

Externships / Professional Development Request

Basic Project Information and Externship Details

For Office Use: UFARS Code 305 Costs



Approximately \$25,000 will be available to fund Teacher Externship opportunities. The grant period is from April 2025 through June 2025 or until funding runs out.

THE DEADLINE FOR APPLICATIONS IS APRIL 15, 2025


GRANT APPROVAL COMMITTEE: NESC CTE Budget Committee:

APPROVAL COMMITTEE: NESC CTE Budget Committee:

The Rural CTE Grant will fund externship grants for between 80 and 200 hours. The hourly pay rate is typically \$30.00 / hour = 200 X \$30.00 = 6,000 plus 16% in benefits. Districts are limited to \$7,000 per academic year, and this may be reduced and equitably distributed to accommodate more requests. Externships must be submitted by May 30th. Externship grants are available only to licensed CTE instructors. Teachers must complete an Externship Application, which requires indicating their business partner. The Budget Committee will review applications and provide notice of approval.

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:

Kathy Jankila and John Engelking

<p>Name of the proposed CTE Externship Project or Projects. Duluth Aviation Externship</p>	
<p>If approved, please indicate the teacher's willingness to share their experience at a future CTE educational summit or meeting. Yes</p>	
<p>Primary Project Contact Name/Email/Phone: Danette Seboe, Principal CTE, danette.seboe@isd709.org 218-336-8700 x 2140</p>	
<p>Teacher(s) Assigned to Externships Name/Email/Phone: Hamilton Smith / hamilton.smith@isd709.org / 218-348-0237</p>	
<p>Primary Project School: The Area Learning Center / Academic Excellence Online for Duluth Public Schools</p>	
<p>Primary Partners (businesses or industries) Cirrus and/or Monaco Air</p>	

District Number :	709
Proposed Project Start Date:	6/1/25
Projected number of students impacted as a result of the Externship	50
Project Grade Level(s) Impacted:	11 - 12
Describe the activities, goals, and intended outcomes/student impact:	Work directly with local Aviation Business to bring this knowledge to my Aerospace Physics and Intro to Aviation Classes.
Indicate if this externship was previously funded and the source of that funding.	This would be a new experience.
Hourly Rate and Total Requested Funding Amount:	Up to 80 hours x \$30/hour = \$2400 total request

Certification & Assurances

I certify that the information in this application is true and correct to the best of my knowledge and belief and that I have the authority to apply for the requested award and in the amount requested.

Simone Zurich

Signature of Business Manager
Simone Zurich

Printed Name

Executive Director Business Services

Title

3.18.25

Date

Danette Seboe

Signature of Authorized Supervisor
Danette Seboe

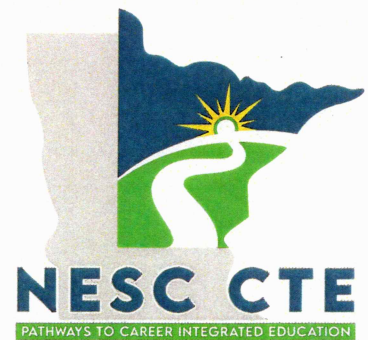
Printed Name

Principal

Title

3.18.25

Date



Draft
Reimbursement Request
FY 2024 - 2025




Career & Technical Education Grant
Transportation / Fieldtrip Request
Basic Project Information and Transportation Details
For Office Use: UFARS Code 390 Transportation Costs

Approximately 25 grants of \$400 each will be available, funding \$10,000 in student transportation opportunities. The grant period is from April 2024 to April 2025 or until funding runs out.

APPROVAL COMMITTEE: John Engelking, Scott Patrow, Tim Rohweder:

FOR REIMBURSEMENT EMAIL THIS REQUEST TO:
[Kathy Jankila and John Engelking](#)

<p>Name the proposed CTE project. Request the total miles, associated transportation costs, and rentals. (i.e., bus or van costs) (Average bus costs are \$1.40 per mile and \$30.00 per hour. (i.e., 200-mile round trip and 8 hours driver time = \$280 + 240 = \$520.00.</p>		
<p>Lincoln Park Middle School FACS / AFNR Field Trip to Farm</p>		
<p>Primary Project Contact Name/Email/Phone: Sarah O'Connor, sarah.oconnor@isd709.org, 218-336-8880 ext 2025</p>		
<p>Primary Project School: Lincoln Park Middle School</p>		
<p>Primary Partners (Other schools, businesses, organizations, etc.) Eco3, Duluth Farm to School</p>		
District Number :	709	
Proposed Project Start Date:	May 14-15, 2025	
Projected number of students to be served by June 30th, 2025:	55	
Project Grade Level(s):	8	
Describe the proposed CTE project, including key activities, goals, and intended outcomes/student impact:	In line with MN FACS standard 3.1: knowledge of local food and how food grows, we would like to take students to the Eco3 farm at LSC to assist with planting	
(Limit of \$400) Total Requested Funding Amount:	\$400	

Certification & Assurances

I certify that the information contained in this application is true and correct to the best of my knowledge and belief and that I have the authority to apply for the award requested and in the amount requested.

Simone Zunich

Signature of Business Manager

Simone Zunich

Printed Name

Director of Business Services

Title

3.20.25

Date

Danette Seboe

Signature of Authorized Supervisor

Danette Seboe

Printed Name

Principal

Title

3.20.25

Date



AGREEMENT FOR FACILITIES USE

This Agreement is entered into on this 20th day of March, 2025 by and between Independent School District No. 709, Duluth (the "District") and Midwest Special Instruments ("MSI") (collectively, "Parties").

WHEREAS, the District owns the property located at 709 Portia Johnson Drive, Duluth, MN 55811 ("District Office"); and

WHEREAS, the District Office contains numerous conference rooms, including one identified as DSC Closed Boardroom Room 120 (the "Conference Room"); and

WHEREAS, MSI wishes to use the Conference Room from March 31, 2025 through April 4, 2025 for purposes of hosting a School Equipment Calibrations event.

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

1. **Term.** This Agreement will take effect on Monday, March 31, 2025 at 8 a.m. and expire on Friday, April 4, 2025 at 4:30 p.m. (the "Term").
2. **Right to use the Conference Room.** MSI shall have the exclusive right to use the Conference Room from 8 a.m. to 4:30 p.m. during each day of the Term. MSI shall have complete and sole responsibility for any costs, damages, or losses which arise out of transporting, using, testing, maintaining, and operating any electronic equipment brought by MSI to the District Office and Conference Room, including but not limited to any of its own equipment or equipment owned by others that MSI is calibrating.
3. **Payment.** The Parties agree that MSI is using the Conference Room to do calibrations of electronic equipment for school districts, including the District. The Parties therefore agree that based on the terms of this Agreement and the calibration services provided by MSI to the District, no further consideration will be required for use of the Conference Room.
4. **Expiration of Term.** By no later than 4:30 p.m. on Friday, April 4, 2025, MSI shall completely vacate the Conference Room. MSI shall leave no equipment, waste, or other materials in the Conference Room.
5. **Cleaning.** During the Term, MSI is responsible for cleaning the Conference Room. The District is responsible for cleaning all other portions of the District Office consistent with the District's cleaning schedule, which it may determine at its sole and absolute discretion.
6. **Use of other Portions of the District Office.** MSI shall be allowed to use the shared bathrooms and hallway area outside of the Conference Room. MSI shall not have access to other portions of the District Office.
7. **Indemnification.** In consideration of being allowed to use the Conference Room, MSI hereby agrees to defend, indemnify, and hold the District harmless from any claims, demands, losses, or injuries (collectively "claims") to persons or property which arise

from or in connection with the use of the District Office and/or Conference Room, which claims shall include, without limitation: loss, injury, or death to any licensee, invitee, agent, or guest of the User, and any costs, damages, or liability relating to equipment brought to the District Office and Conference Room by MSI.

- 8. **Termination.** This Agreement may be terminated by either party at any time for cause. "Cause" is defined as a material breach of either party's obligations under this Agreement or the inability of a party to continue to perform its obligations under the Agreement.
- 9. **Choice of Law and Severability.** This Agreement is governed by the laws of the State of Minnesota. If any part of this Agreement is construed by a court to be unenforceable or in violation of any applicable law, the remaining portions of the Agreement will remain in full force and effect.
- 10. **Waiver and Equal Drafting.** Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.
- 11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Neither party has relied on any statements, promises, or representations that are not stated in this document. The terms of this Agreement are contractual and supersede any and all prior agreements between the parties. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.
- 12. **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signatures.

MIDWEST SPECIAL INSTRUMENTS

Anthony P. Grundiner
 By: ANTHONY GRUNDINER
 Its: CONTROLLER

3-24-2025
 Date

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH

Simone Zurch
 By: Simone Zurch
 Its: Exec. Dir. Business Services

3-24-2025
 Date



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Paul Davis	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:

Deposit: You have made a reservation to stay for September 24, 2025 - September 26, 2025 with 125 participants. To hold your reservation we require a deposit of \$1,875.00. **This contract is valid for 30 days after receipt.**

Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. **Notify us immediately if you need to cancel this reservation.*

By signing below, I agree to the terms listed above:

Printed Name: <i>Simone Zunic</i>	Title: <i>Exec. Dir. Business Services</i>	
Signed Name: <i>Simone Zunic</i>	Date: <i>3-25-25</i>	
Billing Contact: <i>Tracy Thompson</i>	Billing Address:	
Billing email address: <i>tracy.thompson@isd709.org</i>	<i>709 Portia Johnson Drive Duluth MN 55811</i>	
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?		

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: March 24, 2025

**Revenue Contracts Signed
March 2025**

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

Name	Amount or Estimated Amount*	Contract Source	Description
Kidz Kollege Learning Center	\$2.25/entrée	Child Nutrition	Child Nutrition will be supplying vended partial meals for Kidz Kollege Learning Center through 6/30/25

Vended Partial Meal Agreement with a National School Lunch Program (NSLP)
Vendor

Child and Adult Care Food Program (CACFP) Sponsors purchasing partial meals from a National School Lunch Program Vendor.

A. Intent

This contract is for entering into an agreement to purchase partial meals-just the entrée, for Kidz Kollege Learning Center referred to as the Sponsor.

The party preparing the partial meals, ISD 709 Piedmont Elementary School, Site ID 1000002253, referred to as the Vendor, as the agreement will be between the Vendor and the Sponsor.

B. Partial Meals Requirements

The Vendor will prepare the main plate entrée for lunch.

Meals will be consumed at the Kidz Kollege Learning Center.

The entrees will be sent in heat conserving, health department approved carriers. They will be in bulk pans. The entrees will be ready for service and heated to food code requirements.

Meals will be picked up daily by the Sponsor at Piedmont Elementary School, at 10:30 am.

The entrée serving size will be the acceptable National School Lunch serving size for elementary students.

Food Transport containers are to be returned the next day upon pick up of meals.

No food is to be returned to the vendor. Food pans will be disposable and discarded at the Sponsor site.

Any changes to the menu will be made as necessary and communicated to the sponsor as soon as possible. All efforts to minimize menu changes will be made, but outages and equipment failures sometimes happen and could result in menu changes.

C. Meal Charges

The cost per entrée will be \$2.25 each.

This cost does not include any paper service products, such as plates or napkins.

The Vendor shall, monthly, invoice the Sponsor for meals. The vendor shall bill the Sponsor each month by the 15th of the month for the prior month entrees.

D. Meal counts and changes

The meal count prepared will be 70 per day unless notified by phone or email to change that amount.

This meal amount can be changed as often as necessary to circumvent waste and over production. The Sponsor shall notify the Vendor by telephone, or email the day before of any count changes.

E. Health and Sanitation

The Vendor agrees that the state and local health and sanitation requirements are met. Following Hazard Analysis and Critical Control Point (HACCP) guidelines, all food will be properly stored, prepared and served free of contamination and at the appropriate temperature. The Vendor's kitchen manager is certified in food safety through the Minnesota Department of Health and will document temperature of food as required.

The expectation after pick up of the food is that it will be served immediately and not held for any length of time, as to avoid food safety issues. Once the food has been picked up by the sponsor, the responsibility becomes the Sponsors to serve the food as expected.

F. Recordkeeping

The Vendor agrees to keep all records related to this agreement, including food purchased, daily menus and amounts prepared.

G. Terms and termination

This agreement shall be effective 4/7/25 to 6/30/25.

The dates of service will mirror the Duluth Public School Calendar.

No service will be available on

5/26/25

5/27/25

6/6/25

6/9/25 Through 6/13/25

6/19/25.

The Sponsor or the Vendor may terminate the agreement with or without cause by giving 30 day written notice.

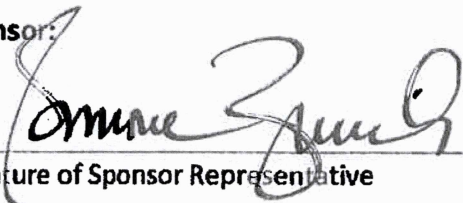
AGREEMENT PAGE

The Vendor certified that they shall operate per all applicable State and Federal laws and regulations.

This agreement, and the Vendors proposal, constitute the entire agreement between the Sponsor and the Vendor. The parties shall not execute any additional documents about this agreement except as permitted by applicable law.

The agreement shall be in effect until 6/30/25, at which time a new agreement can be decided upon by both parties.

Sponsor:



Signature of Sponsor Representative

Simone Zunich
Name

Exec. Dir. Finance, Business Services
Title

3.19.25
Date

Vended Meal Representative:



Signature of representative

Jackie Donnatue
Name

Director
Title

3/20/2025
Date

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

Grant Applications March 2025

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

Organization	Author/Contact	Project Title	Amount Requested	Terms
Irving Community Club	Tina Podemski/Stowe/Preschool	Outdoor Gear	\$2,000.00	Outdoor gear to support our nature-based learning experiences
Education MN Foundation	Cindy Miller/Library/Media/Teacher	Computer Science Teachers Association Conference	\$2,000.00	I will attend the Computer Science Teachers Association Conference in Cleveland, OH in July 2025 to learn about the ethical and practical use of AI in the K12 setting.
NRIP	Alex Heil/MTSS/SEB Specialist, Piedmont	Sensory/Calming Kits	\$600.00	Update sensory/calming kits for classrooms & student/staff gear
MacMillion Grant (at mnhs.org)	Scott Anderson/Lincoln 6th Gr Teacher	Subsidize Bussing	\$2,700.00	We would use the money to subsidize bussing costs to Fort Snelling in St. Paul.
St Louis County's School Mental Awareness Campaign Funding Request Form	Wendy Wolff/LPMS Prevention Specialist/Counselor	Student Wellness Leadership	\$500.00	We have recruited 20 student leaders in 7th and 8th grade for a "Student Wellness Leadership" group. We will meet during a targeted intervention/enrichment time Wednesdays and Thursdays for 40 minutes for 6 weeks. Students will receive some effective leadership training and then will identify 4 wellness topics that are relevant to middle school students. They will promote each topic for one week, through the month of May.

MINNESOTA WORKERS' COMPENSATION INSURERS ASSOCIATION, INC
7701 FRANCE AVENUE SOUTH, SUITE 450
MINNEAPOLIS, MINNESOTA 55435
(952) 897-1737 (Voice) (952) 897-6495 (Fax)

234

Dakota Truck Underwriters
PO Box 89310
Sioux Falls, SD 57109-9310

Name: INDEPENDENT SCHOOL DISTRICT 709
Combo Group ID: 003229088
Coverage Group ID: 3229088
Rating Date: 08/01/25 to 08/01/26
Carriid: 27669
Policy: WC01000069172024A

WE HAVE CALCULATED AN EXPERIENCE MODIFICATION FACTOR OF .67 TO BE APPLIED TO WORKERS' COMPENSATION PREMIUMS EFFECTIVE 08/01/25 TO 08/01/26. THIS MODIFICATION FACTOR WAS BASED ON INFORMATION SUPPLIED TO US BY THE INSURANCE CARRIER(S) LISTED ON THE ATTACHED SHEETS.

PLEASE CONTACT THE APPROPRIATE INSURANCE CARRIER FOR SPECIFIC INFORMATION ON CLAIMS DETAIL, OR CALL OUR OFFICE IF YOU HAVE QUESTIONS CONCERNING THE CALCULATION OF THE EXPERIENCE MODIFICATION. THE INFORMATION CONTAINED WITHIN THIS FORM WILL BE PROVIDED TO ANY INQUIRING PARTY UNLESS THE EMPLOYER SPECIFICALLY DIRECTS US IN WRITING NOT TO DO SO.

THIS MODIFICATION IS SUBMITTED FOR INFORMATIONAL PURPOSES. THE PREMIUM CHARGED ON YOUR POLICY MAY BE AFFECTED BY FACTORS OTHER THAN THE EXPERIENCE MODIFICATION FACTOR. THE MODIFICATION USED IN THE FINAL PREMIUM CALCULATION WILL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INSURANCE POLICY AND APPLICABLE STATE LAWS AND REGULATIONS.

YOU ARE URGED TO RETAIN THE ATTACHED DOCUMENT AS A PART OF YOUR WORKERS' COMPENSATION INSURANCE RECORDS AS IT CONTAINS IMPORTANT INFORMATION WHICH MAY BE USEFUL IN OBTAINING COMPETING BIDS ON YOUR INSURANCE COVERAGE.

EMPLOYER

INDEPENDENT SCHOOL DISTRICT 709
ATTN CFO/BUSINESS SERVICES 709 PORT
DULUTH, MN 55811

DATE PRINTED: 03/24/25

MINNESOTA WORKERS' COMPENSATION EXPERIENCE RATING

COMBO GROUP ID: 003229088

RATING DATE: 08/01/25 to 08/01/26

COVERAGE GROUP ID: 3229088 INDEPENDENT SCHOOL DISTRICT 709

CARRIER: 27669 Dakota Truck Underwriters

POLICY: WC01000069172024A

Risk Name	Address	City	ST	Zip
ACADEMIC EXCELLENCE ONLINE HIGH SCHOO	ATTN CFO/BUSINESS SERVICES 709 PORTIA JOHNSON DR	DULUTH	MN	55811
ADULT EDUCATIONGED	ATTN CFO/BUSINESS SERVICES 709 PORTIA JOHNSON DR	DULUTH	MN	55811
ARROWHEAD ACADEMY	ATTN CFO/BUSINESS SERVICES 709 PORTIA JOHNSON DR	DULUTH	MN	55811
CHESTER CREEK ACADEMY	ATTN CFO/BUSINESS SERVICES 709 PORTIA JOHNSON DR	DULUTH	MN	55811
CONGDON PARK ES	ATTN CFO/BUSINESS SERVICES 709 PORTIA JOHNSON DR	DULUTH	MN	55811

* SEE ADDITIONAL EMPLOYER NAMES ON LAST PAGE *

Policy Effective Date	Policy Number	Actual Incurred Losses	Actual Primary Losses	Expected Losses	Expected Primary Losses
08/01/21	WC01000069172021A	103,344	67,863	171,645	83,489
08/01/22	WC01000069172022A	53,054	35,435	171,630	83,426
08/01/23	WC01000069172023A	59,319	44,888	195,897	95,195
EXPERIENCE TOTALS: A =		215,717	B= 148,186	C= 539,172	D= 262,110

Experience Mod Formula

Actual Calculation

Weight Factor

E = .39

$$1 + \frac{(A - C)(E) + (B - D)(1 - E)}{C + F} = 1 + \frac{(-323,455)(.39) + (-113,924)(.61)}{589,227}$$

Ballast Factor

F = 50,055

MEDICAL-ONLY ACTUAL LOSSES
HAVE BEEN REDUCED BY 70%

Experience
Modification

.67

MINNESOTA WORKERS' COMPENSATION EXPERIENCE RATING

COMBO GROUP ID: 003229088

RATING DATE: 08/01/25 to 08/01/26

COVERAGE GROUP ID: 3229088 INDEPENDENT SCHOOL DISTRICT 709

CARRIER: 27669 Dakota Truck Underwriters

POLICY: WC01000069172024A

Carrier 27669

Policy # WC01000069172021A

Effective 08/01/21 to 08/01/22

Claim Number or #claims	Class Code	Inj Typ	Open = 0 Closed = 1 Reopen = 2	Actual Incurred Losses	Primary Actual Losses	Class Code	Payroll	Exp. Loss Rate	Expected Losses	D Ratio	Primary Expected Losses
UNDER \$18001						7382	957,940	1.21	11,591	.44	5,100
336610	9101	06	1			8385	115,080	.64	737	.44	324
325582	9101	06	1	228	228	8868	67,087,599	.15	100,631	.49	49,309
317079	8868	05	1	4,035	4,035	9101	4,931,628	1.19	58,686	.49	28,756
315955	8868	06	1	176	176						
315946	9101	06	1	52	52						
314208	9101	06	1	161	161						
314175	9101	09	1	7,250	7,250						
313854	9101	06	1	95	95						
313779	8868	06	1	87	87						
311795	8868	06	1	573	573						
311244	8868	05	1	2,162	2,162						
311014	8868	06	1	59	59						
310857	9101	06	1	165	165						
310843	9101	05	1	1,761	1,761						
310432	9101	06	1	65	65						
308724	9101	05	1	407	407						
308558	8868	06	1	65	65						
308519	8868	06	1	58	58						
308468	9101	06	1								
306117	9101	06	1								
305890	8868	06	1	459	459						
305684	9101	06	1	442	442						
305598	9101	06	1								
304928	9101	05	1	4,815	4,815						
304830	9101	06	1	58	58						
304776	9101	06	1	286	286						
303706	8868	06	1	408	408						
303588	8868	06	1								
303565	9101	06	1	294	294						
303441	8868	06	1	23	23						
301729	9101	06	1	273	273						
300972	8868	06	1	693	693						
300929	9101	06	1	380	380						
300893	8868	06	1	58	58						
299786	9101	06	1								
298023	9101	05	1	537	537						
295938	8868	06	1	266	266						
295861	9101	06	1	118	118						
295443	8868	06	1	77	77						
292624	7382	06	1	44	44						
292341	8868	06	1	72	72						
292340	7382	05	1	3,100	3,100						
292050	7382	05	1	468	468						
290113	7382	05	1	1,593	1,593						
\$18001 and Over											
308555	8868	09	1	53,241	18,000						
303344	9101	09	1	18,240	18,000						
POLICY TOTALS:				103,344	67,863		73,092,247		171,645		83,489

MINNESOTA WORKERS' COMPENSATION EXPERIENCE RATING

COMBO GROUP ID: 003229088

RATING DATE: 08/01/25 to 08/01/26

COVERAGE GROUP ID: 3229088 INDEPENDENT SCHOOL DISTRICT 709

CARRIER: 27669 Dakota Truck Underwriters

POLICY: WC01000069172024A

Carrier 27669

Policy # WC01000069172022A

Effective 08/01/22 to 08/01/23

Claim Number or #claims	Class Code	Inj Typ	Open = 0 Closed = 1 Reopen = 2	Actual Incurred Losses	Primary Actual Losses	Class Code	Payroll	Exp. Loss Rate	Expected Losses	D Ratio	Primary Expected Losses
UNDER \$18001						7382	1,065,238	1.21	12,889	.44	5,671
352926	9101	06	1	1,460	1,460	8385	87,538	.64	560	.44	246
347923	8868	06	1	71	71	8868	72,687,500	.15	109,031	.49	53,425
345714	8868	06	1	74	74	9101	4,130,243	1.19	49,150	.49	24,084
344844	8868	06	1	201	201						
344814	7382	06	1	49	49						
344627	8868	06	1	51	51						
344526	9101	06	1	34	34						
344357	8868	06	1	87	87						
344057	8868	06	1	114	114						
343741	8868	06	1	70	70						
342737	9101	06	1	216	216						
342190	8868	06	1	71	71						
341989	8868	06	1	196	196						
341942	8868	06	1	322	322						
341412	8868	06	1	44	44						
340791	8868	06	1	783	783						
340517	8385	06	1	116	116						
340441	8868	06	1	61	61						
340440	9101	06	1	58	58						
339589	8868	06	1	1,018	1,018						
339500	8868	06	1	1,547	1,547						
339401	9101	06	1	431	431						
339039	9101	05	1	7,793	7,793						
338806	9101	06	1	70	70						
338647	9101	06	1	318	318						
338177	9101	06	1	43	43						
337460	9101	06	1	228	228						
336709	9101	06	1	196	196						
336526	9101	06	1	53	53						
335910	9101	06	1	47	47						
333606	9101	06	1	117	117						
333479	8868	06	1	74	74						
333344	9101	06	1	53	53						
332838	9101	06	1	47	47						
331813	8868	06	1	217	217						
330971	8868	06	1	29	29						
330736	8868	06	1	782	782						
330716	9101	06	1	44	44						
330202	9101	06	1	136	136						
328832	9101	06	1	114	114						
\$18001 and Over											
336612	9101	09	1	35,619	18,000						
POLICY TOTALS:				53,054	35,435		77,970,519		171,630		83,426

Carrier 27669

Policy # WC01000069172023A

Effective 08/01/23 to 08/01/24

Claim Number or #claims	Class Code	Inj Typ	Open = 0 Closed = 1 Reopen = 2	Actual Incurred Losses	Primary Actual Losses	Class Code	Payroll	Exp. Loss Rate	Expected Losses	D Ratio	Primary Expected Losses
UNDER \$18001						7382	1,312,977	1.21	15,887	.44	6,990
368937	8868	06	1	47	47						

Printed Date: 03/24/25

MINNESOTA WORKERS' COMPENSATION EXPERIENCE RATING

COMBO GROUP ID: 003229088 RATING DATE: 08/01/25 to 08/01/26
 COVERAGE GROUP ID: 3229088 INDEPENDENT SCHOOL DISTRICT 709
 CARRIER: 27669 Dakota Truck Underwriters POLICY: WC01000069172024A
 Carrier 27669 Policy # WC01000069172023A Effective 08/01/23 to 08/01/24

Claim Number or #claims	Class Code	Inj Typ	Open = 0 Closed = 1 Reopen = 2	Actual Incurred Losses	Primary Actual Losses	Class Code	Payroll	Exp. Loss Rate	Expected Losses	D Ratio	Primary Expected Losses
367258	8868	06	1	76	76	8868	80,778,979	.15	121,168	.49	59,372
366121	8868	06	1	153	153	9101	4,944,704	1.19	58,842	.49	28,833
365846	8868	06	1	58	58						
365810	7382	06	1	72	72						
364875	9101	06	1	67	67						
364443	9101	06	1	71	71						
363841	9101	06	1	236	236						
363582	8868	06	1	92	92						
363443	8868	06	1	71	71						
363348	8868	06	1	45	45						
363128	8868	06	1	58	58						
362275	8868	06	1	216	216						
362078	8868	06	1	310	310						
362064	9101	05	1	3,231	3,231						
361812	8868	06	1	608	608						
361082	8868	06	1	53	53						
360414	8868	06	1	360	360						
360203	8868	06	1	755	755						
358858	8868	06	1	257	257						
358350	8868	06	1								
357084	8868	06	1	121	121						
356099	8868	06	1	19	19						
354245	8868	06	1	65	65						
353599	7382	06	1	87	87						
353247	8868	06	1	202	202						
352846	8868	06	1	65	65						
352501	8868	06	1	28	28						
352280	8868	06	1	47	47						
351538	8868	06	1	96	96						
350807	8868	06	1	859	859						
350040	9101	06	1	227	227						
348586	9101	06	1	106	106						
348541	9101	06	1	130	130						
\$18001 and Over											
365743	7382	05	2	32,100	18,000						
359904	9101	09	1	18,331	18,000						
POLICY TOTALS:				59,319	44,888		87,036,660		195,897		95,195

MINNESOTA WORKERS' COMPENSATION EXPERIENCE RATING

COMBO GROUP ID: 003229088

RATING DATE: 08/01/25 to 08/01/26

Risk Name	Address	City	ST	Zip
ACADEMIC EXCELLENCE ONLINE HIGH SCHOOLAREA LEARN	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
ADULT EDUCATIONGED	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
ARROWHEAD ACADEMY	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
CHESTER CREEK ACADEMY	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
CONGDON PARK ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
DENFELD HS	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
DSC	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
DULUTH PUBLIC SCHOOLS	215 N 1ST AVE E ATTN CFO/BUSINESS	DULUTH	MN	55802
DULUTH PUBLIC SCHOOLS	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
EARLY CHILDHOOD SCREENINGHELP ME GROWCHILD FIND	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
EAST HS	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
FACILITIES ANNEXPRINT SHOP	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
HOMECROFT ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
INDEPENDENT SCHOOL DISTRICT 709	215 N 1ST AVE E ATTN CFO/BUSINESS	DULUTH	MN	55802
INDEPENDENT SCHOOL DISTRICT 709	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
LAKWOOD ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
LAURA MACARTHUR ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
LESTER PARK ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
LINCOLN PARK MS	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
LOWELL ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
MERRITT CREEK ACADEMY	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
MYERS WILKINS ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
ORDEAN EAST MS	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
PIEDMONT ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
ROCKRIDGE ACADEMY	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
STOWE ES	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
SUPERIOR ACADEMY	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
T 12 PROGRAMDULUTH PRESCHOOL HEAD START SCHOOL R	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811
TRANSPORTATION BLDG	ATTN CFO/BUSINESS SERVICES 709 PO	DULUTH	MN	55811