

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, June 9, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	3
B. Business Services	
1) Enrollment Report	5
2) Child Nutrition Department Report	10
3) Facilities Department Report	11
4) Health & Safety Report	13
5) Technology Department Report	15
6) Transportation Department Report	16
3. <u>Recommended Resolutions</u>	
A. B-6-25-4102 - Adoption of FY26 Budget	17
B. B-6-25-4103 - Acceptance of Donations to Duluth Public Schools	18
C. B-6-25-4104 - Acceptance of Grant Awards to Duluth Public Schools	20
4. <u>Consent Agenda</u>	
A. HR Staffing Report	21
1) Job Description - UMN NXT GEN Teach Apprenticeship Paraprofessional	22
2) Job Description - Executive Assistant - Payroll	25
3) Job Description - District Support Center Clerical	29
4) Job Description - Executive Administrative Specialist, Special Services	33
5) Job Description - Enrollment and Student Data Specialist	37
6) Job Description - Transportation Clerical	41
B. Finances	
1) Financial Report	45
C. Bids, RFPs, and Quotes - None	
D. Contracts, Change Orders and Leases	
1) CONTRACT - DTA & Duluth Public Schools Pass Program Agreement	46
2) CONTRACT - Duluth EHS Parking Lot Improvements (BID #1339 Approved 05.20.2025)	52
3) CHANGE ORDER - Education Center Improvement Project (RFP #339 Approved 05.20.25)	94

5. Miscellaneous Informational Items (no action required)

A. Expenditure Contracts	108
B. No Cost Contracts	234
C. Revenue Contracts	243
D. Grant Applications	248
E. Bus Driver Training Program	249



Human Resources Report for June 2025 School Board Meeting Highlighting May 2025 Activities

Department: Human Resources
 HR|Business Services Committee: 06.09.2025
 Regular Board Meeting: 06.17.2025
 Report Prepared By: Theresa Severance

Manager’s Minutes:

- The HR and Transportation teams partnered to establish a School Bus Driver Training Program, offering six weeks of paid training that progresses from bus helper to certified bus driver with CDL and Bus endorsements!
- On May 6th, the HR team attended Denfeld’s Job Fair, engaging with students and discussing various district job opportunities.

What We’re Working On:

- The Benefits Department is working on entering and distributing the Healthcare Savings Plans for our retirees.
- Kinsey Klasnich, Benefits Coordinator, is collaborating with district leadership to enhance the onboarding process for new employees district-wide.
- We have started 2025-2027 negotiations with Principals, EEA, Paraprofessionals, Integration Specialists and will start meeting with Food Service and Education Directors in early June.

Upcoming Changes/Improvements to the Department:

- The HR team has completed all Clerical Job description meetings, developed and updated job descriptions to accurately reflect the clerical staff’s responsibilities, and distributed the revised job descriptions to unit members and their supervisors.

Staffing Report:

- | | |
|------------------------------|---------------------------------|
| • Certified Appointments - 4 | Non-Certified Appointments - 8 |
| • Certified Leaves - 3 | Non-Certified Leaves - 3 |
| • Certified Resignations - 1 | Non-Certified Resignations - 11 |
| • Certified Retirements - 0 | Non-Certified Retirements - 3 |

Open Positions:

Certified:

Teachers (29)
Early Childhood (1)
Elementary (4)
High School (14)
Special Education (8)

Non-Certified:

Administrative (1)
 Child Nutrition (6)
 Maintenance (12)
Engineer II (1)
Master Electrician (1)

Adult Basic Education (1)
District Wide (1)

School Custodian I/II/III (5)
School Custodian I/II/III Float (1)
Second Shift Engineer I (1)
Second Shift Engineer II (2)
Substitute Maintenance (1)
Playground/Cafeteria Monitor (7)
Transportation (2)
School Bus Driver II (1)
School Bus Driver Training Program
Paraprofessionals (22)
American Indian Home School Liaison (1)
Certified Lifeguard (1)
Cultural Immersion Program Para (1)
Extended School Year (ESY) Para
Health Assistant Para LPN (1)
Language Facilitator Deaf and Hard of Hearing (1)
Licensed Sign Language Interpreter (1)
Preschool Program Para (1)
Extended School Year Para (1)
SpEd Building Wide Para (3)
SpEd Program Para (7)
SpEd Program Para LPN (2)
SpEd Student Specific Setting III Para (1)

2024-2025	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	474.00	399.00	75.00	78.00	77.00	71.00	82.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	451.00	374.00	77.00	69.00	76.00	75.00	76.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	252.00	212.00	40.00	34.00	43.00	50.00	46.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	512.00	438.00	74.00	81.00	98.00	77.00	91.00	91.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	306.00	248.00	58.00	49.00	46.00	55.00	45.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	327.00	267.00	60.00	51.00	59.00	61.00	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	270.00	232.00	38.00	43.00	43.00	55.00	46.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	312.15	255.15	57.00	61.00	45.00	53.15	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	387.00	316.00	71.00	75.00	68.00	59.00	61.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	238.00	201.00	37.00	45.00	45.00	36.00	37.00	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	667.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	247.87	236.00	184.00	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1073.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	342.49	377.00	354.12	0.00	0.00	0.00	0.00	
AE Online 650	166.24	691 students 45 Open Enrolled, 26 FT Residents, 620 PT Residents, average enrollment 0.24 or 2 classes							0.00	0.00	0.00	0.28	20.17	48.11	64.77	32.91
Denfeld 215	896.17								0.00	0.00	0.00	0.00	246.14	238.45	239.92	171.66
East 220	1382.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	395.98	349.16	313.02	323.95
Merritt Creek Academy 81	84.33	37.33	3.00	2.00	8.00	6.33	15.00	6.00	3.00	12.00	6.00	13.00	7.00	2.00	1.00	
ALC 611	92.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	23.86	29.86	36.00	
Chester Creek Academy 575	31.00	18.00	0.00	2.00	4.00	5.00	5.00	2.00	1.00	3.00	0.00	4.00	3.00	2.00	0.00	
Rock Ridge Academy 580	46.00	13.00	3.00	0.00	3.00	3.00	3.00	4.00	4.00	4.00	5.00	8.00	4.00	3.00	2.00	
Arrowhead Academy 605	22.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.33	4.00	3.00	6.00	5.00	2.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	
Hospitals 630	23.00	5.00	0.00	1.00	3.00	0.00	0.00	1.00	3.00	1.00	3.00	5.00	3.00	3.00	0.00	
The Bridge 950	16.00	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	16.00	
Total:	8030.78	3015.48	593.00	591.00	618.00	606.48	607.00	593.00	601.36	635.33	556.40	698.29	682.83	662.57	585.52	

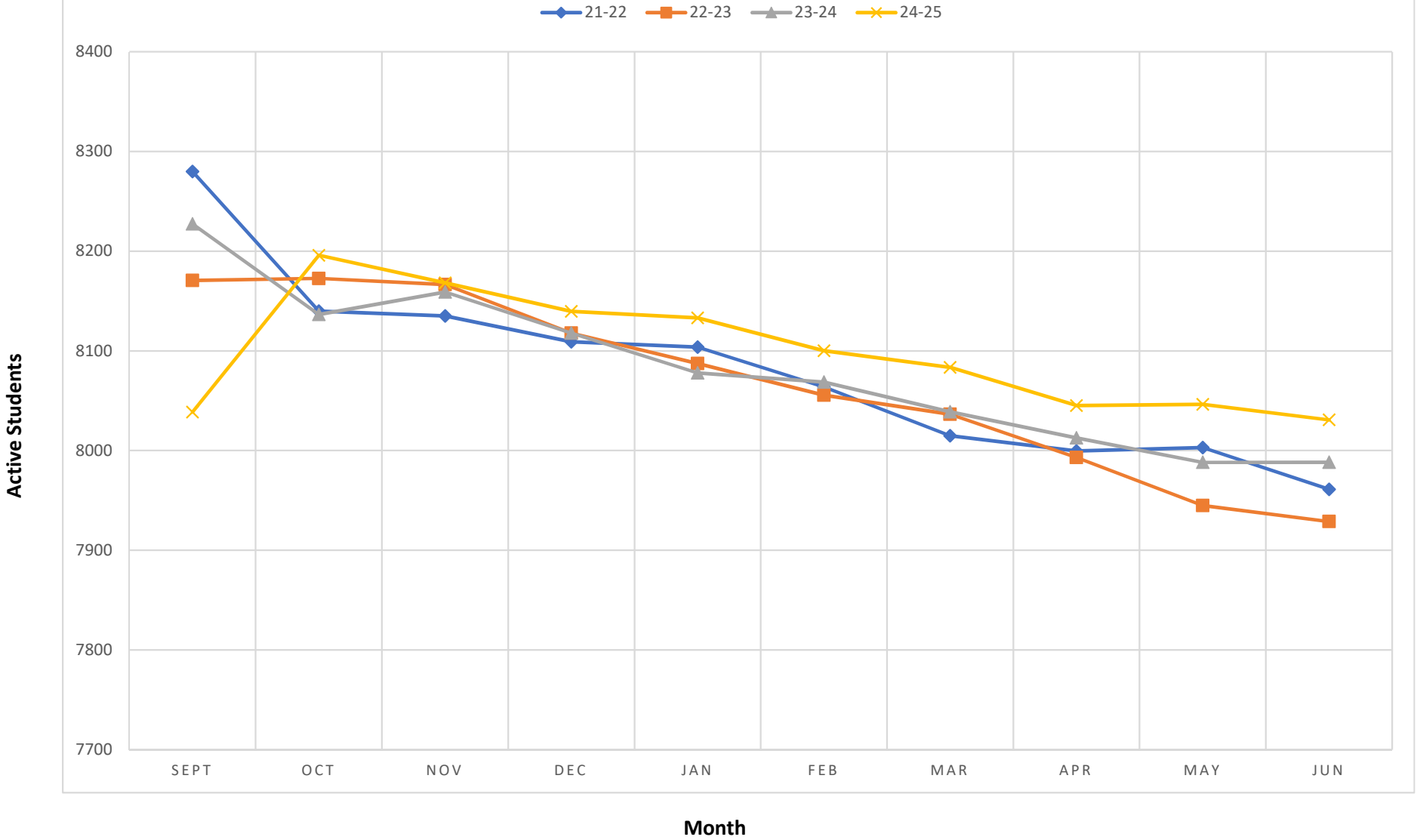
2024-2025
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2024-2025	23-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Jun '24	Current Month-Jun '24
Congdon Park 435	478.00	471.00	476.00	476.00	472.00	468.00	471.00	473.00	471.23	474.23	474.00	-0.23		3.00	-4.00	478.00	-4.00
Homecroft 475	440.00	447.00	448.00	448.00	447.00	453.00	453.00	451.00	449.47	450.48	451.00	0.52		4.00	11.00	440.00	11.00
Lakewood 500	246.00	253.00	254.00	256.00	255.00	254.33	256.33	254.00	254.01	254.01	252.00	-2.01		-1.00	6.00	246.00	6.00
Lester Park 510	527.00	509.00	510.00	511.00	514.00	515.00	511.00	513.00	514.01	512.01	512.00	-0.01		3.00	-15.00	527.00	-15.00
Lowell 520	297.50	308.00	312.00	312.00	312.00	314.00	314.00	311.00	310.03	309.03	306.00	-3.03		-2.00	8.50	297.50	8.50
Lowell Immersion 521	335.00	330.00	329.00	330.00	330.00	329.00	327.00	328.00	328.00	328.00	327.00	-1.00		-3.00	-8.00	335.00	-8.00
MacArthur 525	283.00	251.00	254.00	260.00	259.00	259.00	266.00	271.00	267.22	270.22	270.00	-0.22		19.00	-13.00	283.00	-13.00
Myers Wilkins 540	307.00	307.00	317.00	309.00	309.00	312.00	313.14	311.15	307.06	309.06	312.15	3.09		5.15	5.15	307.00	5.15
Piedmont 550	395.00	388.00	394.00	391.00	393.00	394.00	396.00	392.00	389.00	386.00	387.00	1.00		-1.00	-8.00	395.00	-8.00
Stowe 565	227.00	231.00	229.00	226.00	227.00	231.00	231.00	231.00	233.02	237.02	238.00	0.98	-0.91	7.00	11.00	227.00	11.00
Lincoln Middle 225	612.35	664.00	674.00	672.28	677.28	673.05	672.87	671.61	667.11	670.89	667.87	-3.02		3.87	55.52	612.35	55.52
Ordean East Middle 335	1095.25	1078.55	1085.41	1086.74	1085.74	1083.74	1082.86	1077.86	1075.09	1073.09	1073.61	0.52	-2.50	-4.94	-21.64	1095.25	-21.64
AE Online 650	179.76	81.37	123.51	122.08	138.29	136.56	186.56	183.79	172.39	170.53	166.24	-4.29		84.87	-13.52	179.76	-13.52
Denfeld 215	902.60	949.90	994.41	978.69	959.46	952.33	928.03	918.82	914.38	901.46	896.17	-5.29		-53.73	-6.43	902.60	-6.43
East 220	1386.45	1508.58	1505.05	1499.62	1470.04	1470.06	1388.36	1387.08	1382.36	1386.68	1382.11	-4.57	-14.15	-126.47	-4.34	1386.45	-4.34
Merritt Creek Academy 81	81.85	69.00	74.71	79.71	81.00	84.00	86.74	88.00	87.00	84.00	84.33	0.33		15.33	2.48	81.85	2.48
ALC Seat Based 611	71.55	73.86	88.58	87.86	85.00	86.01	88.01	94.86	100.72	98.72	92.72	-6.00		18.86	21.17	71.55	21.17
Chester Creek Academy 575	32.00	27.00	31.00	31.00	30.00	29.00	31.00	32.00	28.00	27.00	31.00	4.00		4.00	-1.00	32.00	-1.00
WHA RRA 580	35.18	34.00	36.00	39.00	40.00	44.00	37.00	40.00	40.00	46.00	46.00	0.00		12.00	10.82	35.18	10.82
Arrowhead Academy 605	18.00	17.00	18.00	15.00	14.33	11.00	14.33	13.33	13.00	19.00	22.33	3.33		5.33	4.33	18.00	4.33
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.50	0.00	0.00	0.00	0.00	0.00	0.25	0.25		0.00	0.00	0.25	0.00
Hospitals 630	22.66	15.00	17.00	13.00	16.00	11.00	25.00	20.00	22.00	22.00	23.00	1.00		8.00	0.34	22.33	0.67
The Bridge 950	14.85	25.00	25.00	24.00	24.00	23.00	21.00	21.00	20.00	17.00	16.00	-1.00	1.91	-9.00	1.15	14.85	1.15
Total:	7988.25	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	8083.50	8045.10	8046.43	8030.78		-15.65	-7.73	42.53	7987.92	42.86
Change		50.26	157.41	-27.69	-28.59	-6.56	-32.85	-16.73	-38.40	1.33	-15.65						
Adult Learners			541.00	588.00	652.00	750.00	841.00	881.00	974.00	1013.00	1057.00	44.00					

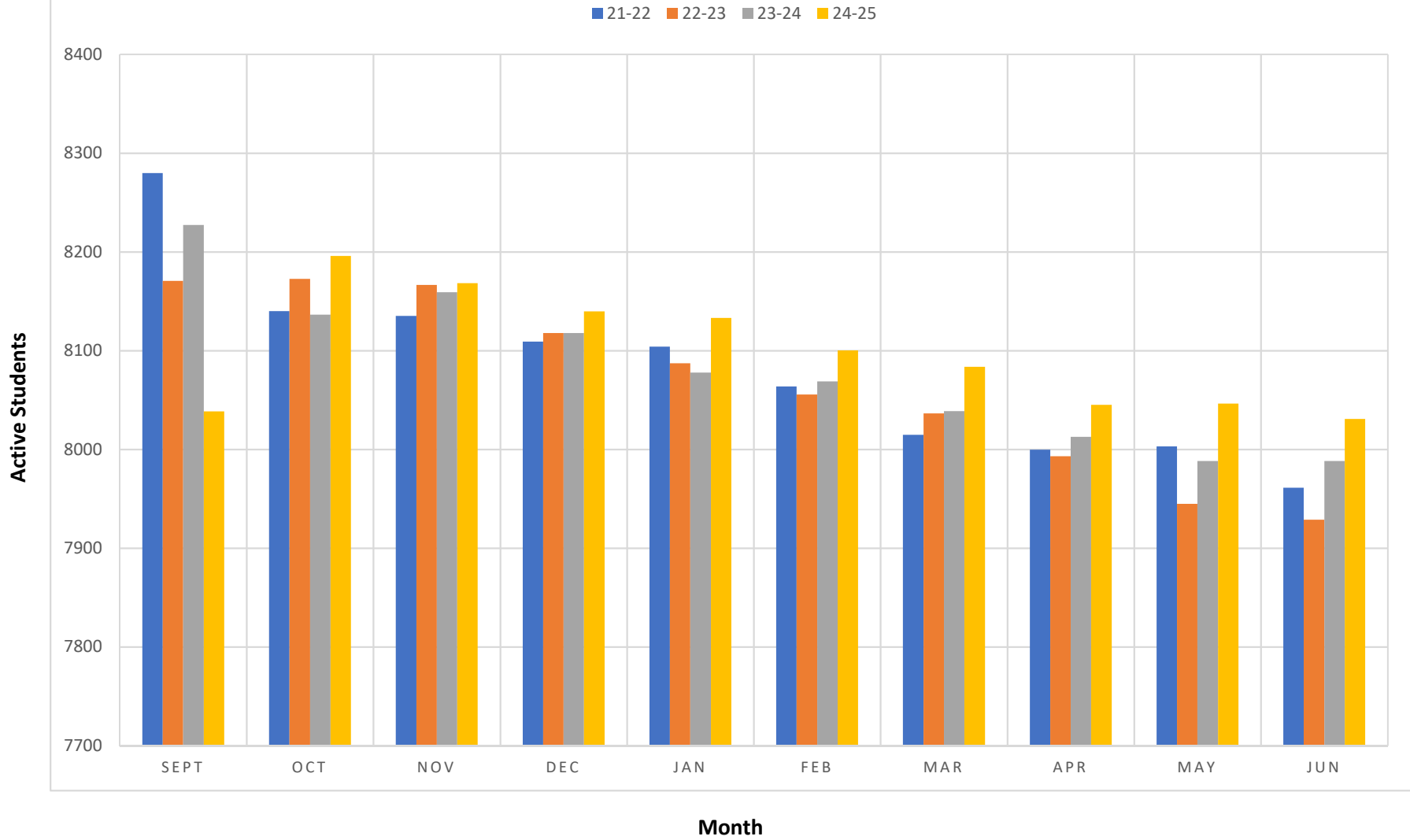
2024-2025
Month to Month Enrollment Changes by Grade

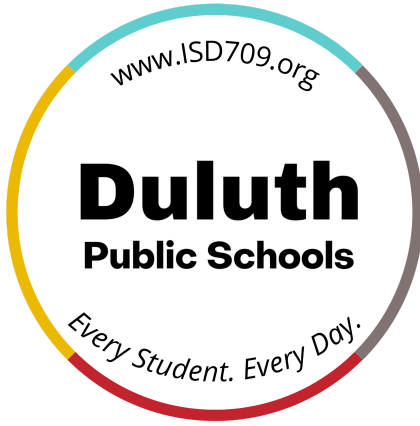
Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2024-2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	114.00	258.00	269.00	290.90	307.90	335.33	356.49	366.64	386.05	391.74	5.69		277.74	307.61
PK	0.00	59.00	73.00	73.10	72.10	70.67	71.51	71.36	71.95	71.26	-0.69	5.00	71.26	63.40
KA	140.00	143.00	142.00	142.00	143.00	147.00	146.00	145.09	152.09	154.00	1.91		14.00	145.42
KG	436.25	448.00	448.00	448.00	447.00	450.00	448.00	446.00	443.00	439.00	-4.00		2.75	445.33
1	585.00	587.00	591.00	590.00	592.00	594.00	592.00	592.25	592.25	591.00	-1.25		6.00	590.65
2	610.00	614.00	616.00	612.00	615.00	615.00	616.00	612.07	613.08	618.00	4.92		8.00	614.12
3	599.00	605.00	601.00	605.00	605.33	603.33	602.15	601.14	606.14	606.48	0.34		7.48	603.46
4	604.00	608.00	609.00	603.00	607.00	608.14	612.00	609.26	605.26	607.00	1.74		3.00	607.27
5	579.00	586.00	583.00	585.00	590.00	597.00	592.00	591.24	592.24	593.00	0.76		14.00	588.85
6	606.41	611.41	612.41	616.41	609.28	608.28	608.13	603.26	605.47	601.36	-4.11	0.31	-5.05	608.24
7	626.00	641.00	633.94	639.94	641.94	638.90	638.90	633.33	635.33	635.33	0.00		9.33	636.46
8	551.28	551.28	554.95	550.95	551.85	556.14	556.14	555.46	559.46	556.40	-3.06	-3.06	5.12	554.39
9	680.99	698.28	692.28	696.00	694.57	696.58	697.01	700.00	695.71	698.29	2.58		17.30	694.97
10	663.81	697.57	693.82	694.10	692.43	694.61	695.90	688.01	686.30	682.83	-3.47		19.02	688.94
11	686.87	724.99	717.41	697.26	690.27	678.85	676.10	673.38	669.44	662.57	-6.87		-24.30	687.71
12	669.90	680.39	673.42	659.98	653.41	612.40	603.17	594.61	590.66	585.52	-5.14	-12.90	-84.38	632.35
K 12 Total:	8038.51	8195.92	8168.23	8139.64	8133.08	8100.23	8083.50	8045.10	8046.43	8030.78	-15.65	-15.65	-7.73	8098.14
Change		157.41	-27.69	-28.59	-6.56	-32.85	-16.73	-38.40	1.33	-15.65				

ISD 709 ACTIVE ENROLLMENT BY MONTH



ISD 709 ACTIVE ENROLLMENT BY MONTH





Child Nutrition Report for June 2025 School Board Meeting Highlighting May 2025 Activities

Department:	Child Nutrition
HR Business Services Committee:	06.09.2025
Regular Board Meeting:	06.17.2025
Report Prepared By:	Sheila Oak

What We're Working On:

- Getting Summer Meals ready to start on 6/16 at Stowe, Laura Macarthur, Piedmont, Myers Wilkins. Breakfast starts at 7:30-10, and lunch is served from 11-12:30. Free to all students 18 and under.
Denfeld, Lincoln Park and Rockridge will also be open for the students enrolled in programming at those sights.
- End of the year shutdown procedures and inventory have begun. Lots of additional cleaning and preparations for next fall take place in May.

Upcoming Changes/Improvements to the Department:

- Myers Wilkins Child Nutrition Program was awarded a Fuel Up Equipment Grant from the National Dairy Council. The grant award consists of mobile transport carts that will help increase students' access to and consumption of nutritious school meals and snacks, including dairy.

Staffing Report:

- 3 employees retiring from Child Nutrition at the end of this school year
Barb Repenski-10 Years
Susan Wick-24 years
Linda Andrews-18 years

Facilities Report for June 2025 School Board Meeting Highlighting May 2025 Activities



Department: Facilities
HR|Business Services Committee: 06.10.2025
Regular Board Meeting: 06.17.2025
Report Prepared By: Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Working on getting all of the bids completed and reviewed for all of the Districts summer projects. Establish project timelines and KPI's, Scope of work and working documents should be in place for the start of the summer work schedule. DNT project bid documents in development. Parking lots measured for patching and repairs. Handrails for the Denfeld Auditorium have been repaired and reinstalled.

What We're Working On:

- East High School: Front entryway repairs. Bedrock Flint
- DNT: buildout specifications for Mechanical, Electrical, plumbing and Elevator.
- Additional Fencing install at Myers Wilkins playground scheduled. Century Fence.
- Lowell Exterior envelope repairs proceeding. Holm, DSGW, Benson, St. Germain's.
- East High School: Storm Sewer inspection and Maintenance PO. Northland Construction.
- Conditional Use Permit with City of Duluth for Myers Wilkins guardrail.
- Myers Wilkins: classroom build outs. Holm Construction, Jamar
- Denfeld: Walt Hunting Stadium Press Box floor repair. Johnson Carpet & Flooring
- CTE East High School Manufacturing space development. DSGW.
- East High: School Weight Room expansion. Holm Construction
- Denfeld Cafeteria Terrazzo floor repairs. WTG flooring.
- DSC: Transportation building Expansion in progress foundation forms poured. Holm Const.
- Myers Wilkins: New Chiller installation. Johnson Controls
- Parking lots measured for repairs needed. Out for RFQ
- Denfeld: clock tower heating installation. Benson Electric
- Rockridge: roof damage repair, AW. Kuettel.
- Lincoln Park Keyed Elevator switches installed. TK Elevator
- New Mini Split system for IT closet at Congdon. Jamar

Upcoming Changes/Improvements to the Department:

- No new changes

Staffing Report:

- Summer painters position interviews with applicants.

Building Operations staff vacancies:

Engineers:

- · Lester Park Engineer II.

Second Shift Engineers:

- · Lincoln Park Second shift Engineer II.
- · Ordean East Second shift Engineer II.
- · Stowe Second shift Engineer I.

Custodians:

- · Denfeld HS we have three open Custodians.
- · East HS we have three open Custodians.
- · Lincoln Park one custodian that has been out on long-term medical.
- · Ordean / Homecroft one custodian that is split between the two of them.
- · Two unassigned Floaters.

New Building operations staff:

- · Jack Davis was promoted from Stowe second shift Engineer I to East HS second shift Engineer II.
- · Alicia Nines is the new split custodian for Denfeld and Laura MacArthur.
- · Austin Christensen is a new district wide floater. Starts June 9th
- · Lee Fier has just accepted the Custodian 1 position at Denfeld and will start June 16th

Work Orders:

- Work in Progress 279
- Work orders completed 170

Safety Report for June 2025 School Board Meeting Highlighting May 2025 Activities



Department: Safety
HR|Business Services Committee: 06.09.2025
Regular Board Meeting: 06.17.2025
Report Prepared By: Lexie Neff, CSP

What We're Working On:

- **Audits & Inspections**
 - Asbestos identification survey at 1st St building completed - cleanup complete
 - Respirable dust testing completed at East HS Wood shop - working with the teacher and insurance company safety representative to find possible solutions.
 - Routine well water sampling at Lakewood Elementary completed by MN Dept. of Health 6/4
 - Playground inspections underway

- **Regulatory Reporting**
 - None in May

- **Systems & Technology Updates**
 - Radio troubleshooting at East High School - repeaters may not be the best option

- **Training**
 - Safety annual summary presented at all staff PD day 5/27

- **Chemical and Hazardous Waste Disposal**
 - None in May

- **Document Updates**
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
 - Progress: 17/56 (2%)
 - Documents at final draft stage:
 - Lead Paint Management
 - Respirable Silica Protection Program
 - Hearing Protection Program
 - Tree Trimming and Chainsaw Use Program
 - Policy 903 (Policy 1080 & 6025)
 - Policy 807 (Policy 5145)
 - Policy 407 & 407R
 - Documents Finished Recently
 - Automotive lift safety
 - Bloodborne Pathogens
 - Respiratory Protection

- **School Crisis Prevention**

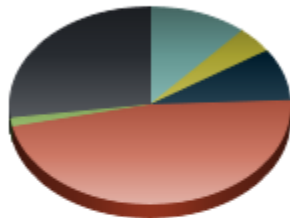
- Instruction documents to assist with new Policy 806 procedures in progress.
- Training video for families and staff about reunification complete and available on the District Website: <https://www.isd709.org/about-us/safe-and-welcoming>

Stats in the Spotlight:

- **Injury and Incident Statistics** (2025 District summary as of 6/5/25)

- **OSHA recordable rate (TRIR) (Goal ≤ 1.0): 5.28**
- Total OSHA recordable cases: 24
- First aid only injuries: 61
- Hazard reports: 13

Incidents - Employee Injuries by Cause of Injury (Primary)



- Struck By
- Burn or Scald - Heat or Cold Exposures
- Strain or Sprain
- Injured by Student
- Miscellaneous Causes
- Fall, Slip, or Trip



Technology Report for June 2025 School Board Meeting Highlighting May 2025 Activities

Department:	Technology
HR Business Services Committee:	06.09.2025
Regular Board Meeting:	06.17.2025
Report Prepared By:	Peter Graves

Manager's Minutes:

- As we continue to go forward in using 21st century technology, it is important to keep vigilant in the area of cybersecurity. Training, surveying, and communicating are all important in minimizing the risk of a large-scale attack. We look forward to the future opportunities of collaboration with the ISD 709 family on how we all play an important role in our success.
- Next month will see a new Technology Director. They will find a hardworking technology team ready to assist them.
- We are aware of the challenges of our display units (smartboard) in the secondary schools. With the new Technology director coming in, we can continue a long range plan for their replacement.

What We're Working On:

- We are finishing up the rebuild of our network server that will improve system security and efficiency.
- We are moving into our Windows 11 upgrade.
- We have done a review of our Technology Table Talk Exercise where we analyzed a mock scenario of a Cyber attack. Communication will be an important piece of navigating a possible future event. We appreciate the ongoing support from our district Departments.

Upcoming Changes/Improvements to the Department:

- Purchased 500 chromebooks to add to the inventory for next year.

Staffing Report:

- We are looking forward to the onboarding of a new Technology Director.

Stats in the Spotlight:

- Policy Blocked sites (Filter 1) - 7,352,438 (May)
This is the number of times a site is blocked based on the policy set for one of our filters.



Transportation Report for June 2025 School Board Meeting Highlighting May 2025 Activities

Department:	Transportation
HR Business Services Committee:	06.09.2025
Regular Board Meeting:	06.17.2025
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- The end of the school year has arrived and now we switch to summer school and vehicle maintenance. We will also be working on next school year's bussing.

What We're Working On:

- Summer school routing is our main focus right now along with preparing for the rollover to the 25-26 school year
- Creating an outline of what needs to be trained this fall when everyone returns

Upcoming Changes/Improvements to the Department:

- We are preparing trainings for the fall and beyond to keep our drivers skills up-to-date

Staffing Report:

- At this time we are almost fully staffed and are hopeful that we will be staffed properly for the beginning of the 25-26 school year.

Stats in the Spotlight:

- Our oldest bus in the fleet is a 2012 and our newest ones are 2024

RESOLUTION
Adoption of the Fiscal Year 2026 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2026 budget as presented to the School Board, be adopted.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Duluth Boat Club care of Jason Vincent	\$1,500.00	This was to support Legally Blonde the Musical	The boat Club sponsored our spring production of Legally Blonde the Musical
District Service Center	Love Creamery	In-kind	Goldfine Gold Star Teacher Award Ceremony	Two 2.5 Gallons of Ice Cream
District Service Center	Delta Dental of Minnesota	In-kind	Employee Wellness Fair	Electric Toothbrush from Caitlin Little of Delta Dental
District Service Center	Superior Hiking Trail Association	In-kind	Employee Wellness Fair	Donated a Guide Map and Atlas to the Wellness Fair drawings
District Service Center	National Insurance Services	In-kind	Employee Wellness Fair	Donated a Bullet Blender and two 25\$ VISA Gift Cards to the Wellness Fair drawings
District Service Center	Aesthetics by Abby	In-kind	Employee Wellness Fair	Donated two gift certificates for facial treatments
District Service Center	BP HealthxFitness	In-kind	Employee Wellness Fair	Donated 3 Personal training sessions for Wellness Fair drawings
District Service Center	Aviben	In-kind	Employee Wellness Fair	Donated a Northface Backpack for Wellness Fair drawings
District Service Center	Insight Counseling	In-kind	Employee Wellness Fair	Donated a gift box of leather-bound journal, book, and essential oils

District Service Center	Relf EyeCare Specialists	In-kind	Employee Wellness Fair	Donated a designer pair of sunglasses
District Service Center	Twin Ports Dermatology	In-kind	Employee Wellness Fair	Donated Skincare to Employee Wellness Fair
District Service Center	QHHT Up North	In-kind	Employee Wellness Fair	Donated a Summer Retreat to Employee Wellness Fair drawings
District Service Center	Luthern Social Services of MN	In-kind	Employee Wellness Fair	Donated 2 stainless steel mugs
District Service Center	AAA	In-kind	Employee Wellness Fair	Donated Roadside Emergency Kit
East	A W Kuettel and sons INC	\$150.00	HOSA	To be used for HOSA ILC 2025
East	Duluth Airshow	\$1,360.00	HOSA	Our group volunteered hours and this money goes to HOSA East. Check was caught in between two folders
Headstart	Jane Killough	\$50.00	Head Start Transportation	
Lincoln Park	Resource Training & Solutions A Minnesota Service Cooprative	\$600.00	Money to be used by LPMS to help with PBIS implementation	LPMS was awarded mini-grant funds from the Northern Regional Implementation Project
Piedmont	Amy M Entzminger-Bussey	\$200.00	5th Grade Field Trips	

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
The Northland Foundation	Jen Jaros	ECFE	\$5,000.00	To support and enhance our home visiting strategy in an effort which is a proven and effective way to engage and provide parent education to families in a variety of ways.

HUMAN RESOURCES ACTION ITEMS FOR: JUNE 17, 2025

CERTIFIED APPOINTMENT

ANDERSON, SCOTT L
CANNELLA, LILIANA F
DEAVER, ANGIE M
PERSHERN, LORA L

POSITION

PHYSICAL ED/HEALTH TEACHER/ORDEAN EAST, (BA) III, 8, 0.4, NEW POS
SPED SCHOOL PSYCHOLOGIST/DISTRICT WIDE, (MA+45) IV, 2, 1.0, TRENTOR D.
SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV, 9, 1.0, MIX J.
SPED WORK EXPERIENCE TEACHER/DISTRICT WIDE, (MA+30) IV, 9, 1.0, LINDBERG T.

EFFECTIVE DATES

08/25/2025
08/25/2025
07/14/2025
08/25/2025

CERTIFIED LEAVES

HALL, MORGAN J
STEVENSON, MICHELLE N
THOMPSON, JESSICA E

POSITIONS

HEALTH TEACHER/DENFELD
SPED ECSE - LESTER PARK ES
MUSIC TEACHER/HOMECROFT/CHESTER CREEK

EFFECTIVE DATES

08/25/2025 11/19/2025
05/29/2025 06/12/2025
08/25/2025 06/05/2026

CERTIFIED RESIGNATION

WEBER-LARIONOVA, TATYANA M

POSITION

WORLD LANG. GERMAN - ORDEAN-EAST MS

EFFECTIVE DATES

05/28/2025

NON-CERT APPOINTMENT

CHRISTENSEN, AUSTIN R
FIER, LEE S
GROVER, SUSAN M
HANSON, COREY L
MEYER, MARA E
PRENDERGAST, STACY R
TOYA, SHAYE M
WITTE, GLORIA J

POSITION

FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.49/HR
CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR, BAKKEN L.
NUTRITIONAL SERVICE ASSISTANT/EAST, 17.5/38WKS, \$15.68/HR, BLOCK K.
PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, SANDERS T.
SPED PROGRAM PARA/LINCOLN PARK MIDDLE SCHOOL, 33.75/38WKS, \$21.07/HR, ANDERSON S.
OFFICE SUPPORT SPECIALIST SENIOR/HOMECROFT, 40/45 WKS, \$21.02/HR, JOY S.
SPED STUDENT SPECIFIC PARA/CHESTER CREEK, 31.25/38WKS, \$21.27/HR,
HOURLY DISHWASHER/DISTRICT WIDE, UP TO 12 HRS/38WKS, \$14.00/HR

EFFECTIVE DATES

06/09/2025
06/16/2025
05/19/2025
08/25/2025
08/26/2025
05/19/2025
08/25/2025
05/07/2025

NON-CERT LEAVES

BLACK, JENNA R
LARSON, CARI J
REUTER, ELIZA R
ZAKRZEWSKI, HANNA N

POSITIONS

SCHOOL CUSTODIAN 1 - PIEDMONT ES
CHILD NUTRITION ASST - EAST HS
OSSS - ROCKRIDGE
OCCUP THERAPY ASST - DW

EFFECTIVE DATES

06/09/2025 06/15/2025
05/19/2025 06/06/2025
05/08/2025 06/20/2025
09/02/2025 11/25/2025

NON-CERT RESIGNATION

BAKKEN, LAUREL L
CHRISTENSEN, PAMELA N
CORKERY, SEAMUS J
GARNER, LAMOREA L
HALVER, STEVEN G
JENKINS, SONNY J
KIRBY, ANNIKA J
LOVEJOY, TERRANCE E
NELSON, JACK D
SIMMONS, LEAH K
WATTS, ISAIAH R
WILCZEK, CHRISTOPHER D

POSITION

SCHOOL CUSTODIAN II - DENFELD HS
CHILD NUTRITION ASST - LOWELL ES
SUPERVISORY PARA - EAST HS
SPED BW PARA - MYERS-WILKINS ES
ENGINEER II - LESTER PARK ES
SPECIAL SERVICES SUPERVISOR - DW
CHECK & CONNECT PARA - EAST HS
SPED CHILD SPEC SETTING III/IV - EAST HS
INSTRUCTIONAL PARA - MYERS-WILKINS ES
SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS
SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS
TECH TUTOR PARA - EAST HS

EFFECTIVE DATES

05/14/2025
06/05/2025
05/23/2025
05/12/2025
06/02/2025
06/13/2025
06/06/2025
06/06/2025
06/06/2025
06/03/2025
06/06/2025
06/06/2025

NON-CERT RETIREMENT

GAVITT, MARY K
REPENSKY, BARBARA A
WICK, SUSAN C

POSITION

CHECK & CONNECT PARA - ORDEAN-EAST MS
CHILD NUTRITION ASST - PIEDMONT ES
CHILD NUTRITION ASST - PIEDMONT ES

EFFECTIVE DATES

06/06/2025
06/06/2025
06/06/2025

NON-CERT TERMINATION

MACIEWSKI, JENNIFER M

POSITION

CHILD NUTRITION ASST - LESTER PARK ES

EFFECTIVE DATES

05/13/2025

POSITION DESCRIPTION
UMN NXT GEN Teach Apprenticeship
Paraprofessional (Apprentice Teacher)

SECTION I: GENERAL INFORMATION

Position Title: UMN NXT GEN Teach Apprenticeship Paraprofessional (Apprentice Teacher)	Department: Special Services
Immediate Supervisor's Position Title: Director of Special Services	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Paraprofessional Unit
<p>General Summary of Purpose Of Job: As an Apprentice Teacher in District 709, you will directly support students under the guidance of a tenured Tier 3 "Journey Worker" teacher. This role involves simultaneously serving as a paid district paraprofessional and enrolling as a full-time University of Minnesota student, earning licensure in Academic and Behavioral Strategist (ABS) or Early Childhood Special Education (ECSE). Apprentices will learn directly from experienced educators while applying theory to practice, preparing them to make a significant impact in District 709 classrooms.</p> <p>Apprentice Responsibilities:</p> <ul style="list-style-type: none"> • Commit to a two-year term, with a pay increase in year two. • Follow the Gradual Release of Responsibility model, progressively taking on more instructional responsibility. • Meet University expectations, including a minimum grade average of B- or better and consistent attendance in online sessions. • Adhere to District 709 employment expectations, maintaining a 90%+ work attendance rate. • Attend all required professional development and professional responsibilities (e.g., PLC meetings, conferences, staff meetings) with the Journey Worker. • Submit a strong personal statement demonstrating program alignment (clarity, passion, alignment with program goals). • Maintain a record of satisfactory past performance evaluations (if applicable). • Benefit from a dedicated support system, including mentorship from their Journey Worker Teacher, guidance from University of Minnesota faculty, and a supportive cohort of peers. 	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (Duties as assigned to all paraprofessionals and under the guidance of and in collaboration with a Journey Worker teacher)
1.	Assist in the instruction of students by providing support and practical training across various subjects.
2.	Implement instructional plans and assist with curriculum adaptation/modification as directed.
3.	Provide small and whole group instruction to students, engaging them in learning activities.
4.	Support students' specific needs, which may include redirecting behaviors, assisting with physical movement, diapering/toileting, preparing/feeding, and supervising students during transitions or outings.
5.	Assist in creating a classroom environment conducive to learning, including organizing materials and assisting with classroom activities.
6.	Monitor and document educational progress of students, performing evaluations of needs and recording data pertinent to Individual Educational Plans (IEPs)

7. Prepare lesson plans using the UMN template for formal observations and lead teaching events, submitting them to the university supervisor and Journey Worker as required.
8. Maintain their own attendance, grades, and other required records for the program.
9. Maintain confidentiality regarding students and the educational setting at all times.
10. Promote a safe and productive learning environment by effectively communicating student needs with other staff.
11. Adhere to District 709 and University of Minnesota calendars and established daily schedules, arriving on time and prepared.
12. Build and maintain positive relationships with cohort members, Journey Workers, instructors, and UMN staff.
13. Ensure all conversations about students and classes are objective, confidential, and for job-related purposes.
14. Respond to emails and phone calls within 24-48 hours from program staff, Journey Workers, and parents.
15. Adhere to all District 709 policies.
16. Completion of any required training necessary for the position.
17. Other duties as assigned.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

	High school diploma or GED.
X	Degree Required: AA, AS, or AAS degree (or higher) with a 2.7 GPA or acceptance into the UMN NXT GEN Teach Apprenticeship program.
	Required Work Experience in Addition to Formal Education/Training:
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- Prior education assistant/paraprofessional or teaching experience.
- Experience working with individuals with disabilities.
- Experience and/or training in behavior management.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

- Strong communication and interpersonal skills.
 - Ability to maintain confidentiality.
- Demonstrated ability to:
- learn the modern methods, principles and practices of education.
 - learn the content, methods and materials appropriate to the level and area of instruction
 - learn the theories and principles of child growth and development.
 - learn to plan and prepare lessons.
 - learn to select and organize curriculum content and apply appropriate instructional methods.
 - learn to develop materials for use in instructional programs.
 - learn to use and apply audio-visual methods and materials to classroom situations.
 - establish and maintain effective working relationships.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

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

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 moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Executive Assistant - Payroll

SECTION I: GENERAL INFORMATION

Position Title: Executive Assistant - Payroll	Department: Human Resources
Immediate Supervisor's Position Title: Payroll/HRIS Supervisor	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under administrative direction, the Executive Assistant - Payroll provides crucial, high-level administrative support while directly managing the accurate and timely execution of the district's comprehensive payroll operations. This role involves the meticulous processing of bi-weekly payrolls, detailed financial data management, reconciliation of information, and the completion of essential tax filings and liability payments. As a trusted point of contact, the Executive Assistant - Payroll supports employee inquiries, maintains absolute confidentiality, and ensures strict adherence to all financial regulations, demanding exceptional precision, strong independent problem-solving skills, and the ability to thrive under pressure with critical deadlines.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Process the bi-weekly payroll cycle, including tracking and reviewing electronic timesheets, and sending reminders for unsubmitted or incorrect entries.
2.	Prepare semi-monthly payrolls by validating data, identifying discrepancies, and making necessary corrections and adjustments for precise employee compensation.
3.	Research and respond to payroll-related inquiries from District staff concerning pay, deductions, benefits, time off, and tax implications.
4.	Handle all confidential payroll and employee data with discretion, adhering strictly to privacy regulations and District policy.
5.	Apply federal, state, and local tax regulations and retirement system implications to District benefits, employee deductions, and various compensation types to ensure accurate withholding and reporting.
6.	Complete employment verifications by accurately responding to external inquiries via phone and written requests, and maintaining detailed records.
7.	Maintain and update employee time off allocations (e.g., sick, vacation, personal leave) within the payroll system, reconciling balances for correct accruals and usage, and entering leave without pay (LWOP) transactions.
8.	Maintain the payroll database and employee records through ongoing data validation, auditing, and timely entry of all employee changes (e.g., W-4s, bank/direct deposit, new employee files, PERA/TRA exclusion lists).
9.	Run reports and initiate payments for all payroll-related liabilities, including Federal and State taxes, PERA, TRA, HRA, FLEX, 403(b)/TSA, Severances, Union Dues, Child Support, Levies, and other garnishments.
10.	Process all types of compensation inputs, including paper invoices for W-2 employees, and preparing/uploading lists for curriculum, overloads, and co-curricular stipends.

11.	Perform thorough payroll reconciliations, including Frontline/Skyward time off comparisons, and update 941 tax information on reconciliation spreadsheets.
12.	Manage extra payroll runs as needed for missed paychecks, retro pay after new contracts are finalized, and summer contract payoffs, including handling returned payments and processing Void and Reissue payrolls.
13.	Prepare and submit all required quarterly and annual tax and wage reports (e.g., Federal 941, MN Unemployment, MN State Tax Withholding), including preparing, mailing, and submitting annual W-2s to relevant agencies.
14.	Complete the Annual Employment Census and update tax-exempt employee status annually.
15.	Provide backup support for other positions within the Payroll Department and perform other related duties as assigned

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of progressively responsible experience in payroll processing, financial data management, or a closely related business support role is preferred, OR a combination of education and experience totaling (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Minimum two (2) year college degree preferred. Related coursework preferred. • Experience in coordinating projects, logistics, and training events. • Experience in school district setting preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
	<p>Knowledge</p> <ul style="list-style-type: none"> • Working knowledge of union contracts and their direct impact on payroll processing, including wages, benefits, and deductions • Good understanding of District policies, regulations, procedures, and processes relevant to payroll operations. • Working knowledge of applicable federal, state, and local tax regulations (e.g., W-2, Federal 941), retirement implications, and other payroll-related compliance requirements (e.g., garnishments, child support, levies). • Familiarity with District budgeting, payroll processing, bookkeeping, and basic accounting principles. • Competency in modern office methods, practices, and procedures, including personal computer operations and various software applications. • Good grasp of customer service principles and best practices in a financial support context. <p>Skills</p> <ul style="list-style-type: none"> • Strong attention to detail and accuracy in data entry, calculations, reporting, and reconciliation tasks. • Ability to identify and resolve routine payroll discrepancies and issues.

- Good verbal and written communication skills, with the ability to clearly convey payroll information to District staff.
- Skilled in organizing and prioritizing a workload, managing multiple tasks, and meeting deadlines.
- Proficient with computerized payroll and HR/financial software systems (e.g., Skyward, Frontline, or similar platforms) for data entry and basic reporting.
- Proficient data entry skills, including 10-key and keyboarding.
- Competent mathematical skills
- Proficient in utilizing standard software applications (e.g., Microsoft Excel, Word) for document creation, data management, and reporting.

Abilities

- Perform calculations (add, subtract, multiply, divide, percentages) accurately.
- Work with minimal supervision and manage a consistent, time-sensitive workload.
- Communicate clearly and concisely.
- Identify and assist in resolving routine issues.
- Maintain a high level of accuracy and attention to detail.
- Learn and adapt to new technologies and processes.
- Uphold strict confidentiality and exercise discretion with sensitive information.
- Apply common sense understanding to carry out instructions furnished in written or oral form.
- Deal with routine problems in standardized situations.
- Develop and maintain effective working relationships.

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

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 moderate.

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.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

District Support Center

SECTION I: GENERAL INFORMATION

Position Title: District Support Center	Department: Human Resources
Immediate Supervisor's Position Title: Executive Director, Human Resources and Operations	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under general supervision, the District Support Center (DSC) Clerical serves as a vital central hub for district-wide administrative and communication operations. This role is responsible for managing critical mail and shipping services, acting as the primary district operator, and providing essential front desk support to staff, students, and the public. The DSC Clerical also plays a key role in managing student information systems, supporting online registration, and providing diverse clerical assistance across various departments, contributing significantly to the smooth and efficient functioning of the entire district.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages comprehensive district-wide mailroom operations, including processing all incoming and outgoing mail (USPS, UPS, FedEx, Speedy), overseeing mail machine maintenance, and assisting with mail budget reports.
2.	Serves as the primary district operator and centralized communication hub, handling all incoming phone calls, monitoring the emergency line, and triaging/responding to the general district information email inbox.
3.	Operates and monitors the front door security system, coordinating building access for visitors and collaborating with the building engineer on access scheduling.
4.	Provides essential front desk and visitor services, greeting and directing guests, managing DSC meeting room bookings, and ensuring calendars are updated for staff assignments.
5.	Administers critical student information system data within platforms like I/C, Parent Square, and Adelle, processing census changes, student address updates, relationship changes, and guardian contact information.
6.	Manages Parent Portal requests and Online Registration processes, providing direct support to parents and ensuring accurate data entry for student enrollment.
7.	Enters and maintains accurate student transportation information within designated district systems.
8.	Provides dedicated administrative support to the Enrollment Center, including attending meetings, assisting with individual enrollment cases, and supporting open house events.
9.	Assists with budget code transfers and other related financial administrative tasks as assigned.
10.	Delivers general administrative and clerical support to various district sites and departments, which may include data entry, preparing materials, assisting with Boardbook updates, and processing building work orders.
11.	Supports district marketing and community outreach efforts, assisting with communications directed at community members and parents.

12.	Manages recurring daily tasks and efficiently handles increased workload volumes during peak periods, such as the beginning of the school year.
13.	Performs other related duties as assigned, contributing to the overall efficiency and effectiveness of the District Support Center and various departments.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of administrative support, customer service, or office clerical experience in a busy, multi-faceted environment, preferably within an educational setting, OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
None required.	

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
None required.	

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
<p>Knowledge</p> <ul style="list-style-type: none"> Principles and practices of general office administration, reception, and record-keeping. Customer service standards and effective communication techniques. Operation of multi-line phone systems and office equipment (e.g., mail machines, copiers). Basic understanding of budgeting and financial coding. Data entry procedures and information management systems. General knowledge of district operations and departmental functions. <p>Skills</p> <ul style="list-style-type: none"> Exceptional verbal and written communication skills for diverse interactions (phone, email, in-person). Strong organizational and multitasking abilities to manage varied responsibilities and prioritize effectively. Proficiency in Microsoft Office Suite (Word, Excel, Outlook) and willingness to learn new district-specific software rapidly. Accurate data entry and attention to detail for maintaining precise records. Problem-solving skills to independently resolve inquiries and administrative challenges. Interpersonal skills to build positive relationships with staff, students, parents, and vendors. Ability to remain calm and effective in fast-paced or emergency situations. <p>Abilities</p> <ul style="list-style-type: none"> Work independently with minimal supervision and as part of a collaborative team. Handle a high volume of phone calls and in-person inquiries efficiently and courteously. Maintain confidentiality of sensitive student, staff, and district information. 	

- Adapt quickly to changing priorities and unexpected demands.
- Learn and competently operate new technology systems relevant to the role.
- Provide clear and helpful information to a diverse range of stakeholders.
- Demonstrate initiative in identifying and addressing administrative needs.

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

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 moderate.

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.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Executive Administrative Specialist - Special Services

SECTION I: GENERAL INFORMATION

Position Title: Executive Administrative Specialist - Special Services	Department: Special Services
Immediate Supervisor's Position Title: Director of Special Services	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job: Under administrative direction, individuals holding the title of Executive Administrative Specialist for Special Services are critical cornerstones pivotal to the efficiency and effectiveness of the entire Special Services Department. These highly strategic, proactive, and exceptionally proficient professionals collectively navigate and orchestrate an extensive, multi-faceted portfolio of responsibilities. Each specialist is assigned specific areas within this comprehensive scope, which collectively encompasses advanced-level administrative and operational leadership, meticulous management of complex financial lifecycles including Third Party Billing, expert administration of critical specialized information and technology systems, such as SPED Forms, and ensuring rigorous adherence to federal and state regulatory compliance. This team is instrumental in driving departmental continuity, coordinating diverse special service programs, and facilitating seamless internal and external communications. Success in these roles requires deep institutional knowledge of school district operations, superior problem-solving acumen, an unwavering commitment to confidentiality, and a proven capacity to lead and manage complex projects and processes for a large and dynamic department serving diverse student needs.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (Duties as assigned to all paraprofessionals and under the guidance of and in collaboration with a Journey Worker teacher)
1.	Provide comprehensive, high-level administrative support to the Director(s), Assistant Director, and Supervisors of Special Services, serving as a primary point of contact for the entire department, managing communications (email, phone), complex correspondence, reports, and scheduling.
2.	Lead the full recruitment support cycle for Special Services positions, including setting up interview schedules for certified and non-certified personnel, candidate outreach, preparing interview packets, and coordinating with HR and interview teams.
3.	Oversee all departmental purchasing and financial administration, from obtaining vendor quotes, managing budget codes, and processing requisitions, invoices, and reimbursements in Skyward, to managing Third Party Billing cycles (including rate establishment, denial resolution, revenue maximization, and audit contact), mileage, and ensuring correct funding (e.g., MARRS numbers, Time and Effort reporting).
4.	Coordinate and facilitate all departmental contracts with external vendors, ensuring proper documentation, compliance, and approvals in collaboration with relevant district personnel and board members.
5.	Administer and maintain extensive student and staff data across various intricate systems (e.g., SPED Forms, Infinite Campus/I/C), managing record requests, staff database updates, daily enrollment accuracy, and overseeing confidential filing systems.

6.	Manage the complete lifecycle of student referrals and evaluations, including processing CST logs, Help Me Grow, EOIM referrals (with timely parent contact), tracking students through evaluation processes, and ensuring all due process paperwork, IEPs, and physical/digital files are accurate and compliant.
7.	Coordinate all aspects of Special Services student transportation, collaborating closely with caseworkers, clerical staff, and transportation providers for all student groups (e.g., ECSE, FIT).
8.	Ensure departmental compliance with all relevant state and federal special education rules, regulations, policies, and procedures, including assisting with MDE compliance reviews and conducting annual Physical Hold reporting.
9.	Develop, coordinate, and deliver mandatory training sessions for staff on MA billing, SPED Forms database requirements, and other relevant Special Services procedures, creating and presenting additional specialized training as needed.
10.	Manage and lead complex special projects, including researching, compiling, and analyzing diverse data sources, building and managing Google Forms, and preparing sophisticated financial, statistical, and narrative reports to support decision-making.
11.	Oversee the Special Services equipment database, including technology placement throughout the district and managing detailed inventory of federally funded equipment.
12.	Manage and update all internal communication platforms (Special Services website, Google Groups), including new hire updates, form changes, and content for the Parent Advisory Council Special Education (PACSE).
13.	Provide advanced administrative support for various special education programs, such as the T12 Bridge Program (enrollments, scheduling), and oversee the development and ordering of the SPED New Teacher Handbook.
14.	Serve as a key liaison with other district units and external entities outside the district, independently resolving complaints and questions within established guidelines, and facilitating referrals, meetings, and conferences.
15.	May provide work direction, oversight, and training to other clerical or support staff within the Special Services department.
16.	Actively participate in scheduled staff meetings, in-service trainings, required conferences, and specific operational meetings (e.g., weekly check-ins, CST/ECS meetings), providing agenda and minutes support as necessary.
17.	Perform additional related work in Special Services as required to support departmental needs.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of progressively responsible experience in advanced administrative support, preferably within a special education or healthcare setting, with experience in managing complex processes OR a combination of education and experience totaling (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Minimum two (2) year college degree preferred. Related coursework preferred. • Experience in coordinating projects, logistics, and training events. • Experience in school district setting preferred.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK**Knowledge**

- Strong understanding of District policies, regulations, procedures, and processes.
- Thorough understanding of applicable state and federal rules, regulations, policies, and procedures, especially those related to special education (IDEA, Minnesota Department of Education) and Third-Party Billing.
- Expert-level knowledge of specialized educational software/platforms, including student information systems (e.g., Infinite Campus/I/C), Special Education data management systems (e.g., SPED Forms), and billing/reimbursement systems (e.g., MA billing processes).
- Knowledge of District budgeting, payroll processing, bookkeeping, and basic accounting principles.
- Proficiency in modern office methods, practices, and procedures, including advanced to expert-level personal computer operations and various software applications.
- Solid grasp of customer service principles and best practices.

Skills

- Exceptional proficiency in office software and systems: Advanced skills in Google Suite (Docs, Sheets, Forms, Drive, Calendar, Groups) and Microsoft Office Suite (Word, Excel, PowerPoint, Outlook).
- Highly skilled in planning, organizing, and prioritizing work effectively, managing multiple tasks independently, meeting deadlines, and adapting to changing priorities.
- Adept at analyzing and resolving complex problems, researching information, identifying discrepancies, and resolving administrative or procedural issues efficiently, even under pressure, while maintaining accuracy.
- Excellent verbal and written communication skills: Outstanding ability to interact effectively and professionally with diverse stakeholders (parents, staff, external agencies, leadership).
- Demonstrated experience managing high-volume data, complex filing systems, and sensitive confidential information.
- Proven experience in purchasing, budget tracking, and financial reconciliation processes.
- Proficient in utilizing advanced software applications for document creation, data management, and reporting.
- Capable of providing work direction, guidance, and training to others.
- Experience in coordinating projects, logistics, and training events.

Abilities

- Work independently and manage a diverse, high-volume workload effectively.
- Communicate complex information clearly and concisely.
- Troubleshoot and resolve issues efficiently.
- Maintain a high level of accuracy and attention to detail under pressure.
- Learn and adapt to new technologies and processes quickly.
- Uphold the highest standards of confidentiality: Handle highly sensitive and confidential information with utmost discretion and integrity (e.g., student records, personnel data).
- Demonstrate a high degree of initiative and proactive work ethic: Anticipate needs, implement improvements, and take ownership of projects and processes without constant direct supervision.

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

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 moderate.

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.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION
 Enrollment and Student Data Specialist

SECTION I: GENERAL INFORMATION

Position Title: Enrollment and Student Data Specialist	Department: Business Services
Immediate Supervisor's Position Title: Executive Director of Business Services	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under administrative direction, the Enrollment & Student Data Specialist plays a pivotal and highly specialized role, serving as the primary lead for district-wide student enrollment processes. This position is responsible for overseeing comprehensive student registration, managing complex open enrollment and transfer requests, and ensuring the meticulous accuracy and integrity of student data within the district's information systems. The Specialist ensures strict compliance with local, state, and federal regulations, serves as a key communication liaison with families and staff, and provides essential data management and system support to maintain reliable and equitable student placement.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Oversees student registration and enrollment, processing new and returning students, and ensuring collection and verification of required documentation (e.g., birth certificates, immunizations).
2.	Serves as the primary point of contact for families, providing comprehensive information on enrollment processes, school programs, and district policies, while fostering equitable access.
3.	Manages student data within the district's Student Information System (SIS), ensuring accurate entry, ongoing updates, and integrity of all student records, including transportation information.
4.	Facilitates appropriate student placement in schools or programs, considering factors such as grade level, special needs, language proficiency, and attendance boundaries.
5.	Processes and manages all student transfers between district schools and handles open enrollment requests in coordination with relevant administration.
6.	Ensures strict compliance with local, state, and federal regulations for enrollment procedures and student data, including interpreting and implementing legal documentation.
7.	Supports critical compliance reporting, preparing CRDC Reports, assisting the MARSS Coordinator with data extraction and error correction, and preparing for audits related to student data.
8.	Collaborate with FIT Coordinators to ensure timely determination of McKinney Vento.
9.	Develops and delivers comprehensive training programs for district clerical staff on enrollment procedures, SIS data entry, and compliance reporting.
10.	Creates and updates training documentation and resources, conducting regular sessions for new policies and system updates to ensure staff understanding.
11.	Participates in enrollment events (e.g., fairs, information sessions) to support and recruit new and returning families.

12.	Coordinates closely with school administrators, counselors, and clerical staff to ensure smooth student transitions and timely resolution of enrollment issues.
13.	Provides advanced problem solving and clerical support, utilizing advanced software skills to prepare complex correspondence, reports, tables, forms, and statistical information, and assisting with project coordination and issue resolution.
14.	Manages communications with parents and staff regarding transportation issues, addressing and resolving concerns.
15.	Performs other related duties as assigned, contributing to the overall efficiency of district enrollment and student data management.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum five (5) years of progressively responsible administrative support experience in a complex, data-intensive environment, preferably within a K-12 school district or large organization., OR a combination of education and experience totaling (6) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:	
	<ul style="list-style-type: none"> • Associate's or Bachelor's degree in Business Administration, Data Management, Education, or a related field. • Direct experience with student enrollment management, state reporting (e.g., MARSS, CRDC), or student information system (SIS) administration in a K-12 school district.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:	
	None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK	
<p>Knowledge</p> <ul style="list-style-type: none"> • Extensive knowledge of district policies, regulations, procedures, and processes. • Comprehensive understanding of applicable state and federal rules, regulations, and policies related to student data and reporting (e.g., MARSS, CRDC). • In-depth knowledge of district organizational structure, departmental functions, and student data needs. • Expert knowledge of student information systems (SIS), particularly Infinite Campus and other specialized/custom applications relevant to the district. • Expertise in the administration and use of Infinite Campus. • Strong understanding of customer service principles and practices. • Knowledge of district budgeting and payroll systems. • Advanced to expert level personal computer operations and software applications. <p>Skills</p> <ul style="list-style-type: none"> • Superior planning, organizing, and work prioritization skills, with the ability to work independently. • Exceptional ability to meet predetermined deadlines while demonstrating flexibility with workload and priority 	

shifts.

- Strong communication skills, both orally and in writing, for diverse audiences.
- Expertise in interpreting, explaining, and applying written and oral instructions, procedures, and regulations.
- Advanced problem-solving skills for unique and/or complex issues.
- Excellent public relations skills, dealing tactfully and diplomatically with staff, students, and the public.
- Ability to gain cooperation and conformance without direct authority.
- Proven ability to maintain confidentiality with highly sensitive information, issues, and situations.

Abilities

- Work independently under administrative direction, exercising a high degree of initiative and judgment.
- Lead and direct the work of other support staff where applicable.
- Manage highly sensitive confidential information with discretion and integrity.
- Analyze complex data from various sources to identify errors and propose solutions.
- Deliver clear, effective, and engaging training programs to diverse staff audiences.
- Adapt quickly to changes in regulations, systems, and district needs.
- Collaborate effectively with multiple departments and stakeholders to achieve district goals.
- Resolve complex work problems and processes with creativity and tactical awareness.

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

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 moderate.

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.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

Transportation Clerical

SECTION I: GENERAL INFORMATION

Position Title: Transportation Clerical	Department: Transportation
Immediate Supervisor's Position Title: Transportation Manager	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: Clerical Unit
<p>General Summary of Purpose Of Job:</p> <p>Under general supervision, the Transportation Clerical provides comprehensive administrative support to the district's Transportation Department, facilitating the safe and efficient movement of students. This role involves managing daily communications with transportation staff, parents, and schools, handling inquiries, and assisting with dispatch. This position includes maintaining accurate student and vehicle data, processing procurement requests, and ensuring records comply with state and federal transportation regulations. The Clerical contributes to the smooth operation of transportation services and assists staff in maintaining efficient and reliable student movement.</p>	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Manages primary communication for the Transportation Department, including answering high-volume phone calls, providing emergency dispatch support, and disseminating critical information to school staff and via Parent Square for delays, cancellations or schedule changes.
2.	Operates and maintains real-time radio communication with bus drivers and supervisors, providing directions, updates, and addressing immediate operational needs.
3.	Administers financial and procurement processes for the department, including receiving and processing bills, creating purchase orders, managing gas cards by vehicle, and processing household reimbursements for private school transportation.
4.	Maintains comprehensive driver and vehicle records, including medical cards, driver's licenses, and MVRs, ensuring all records are current and compliant on a monthly basis.
5.	Manages and updates various transportation-related data systems and spreadsheets, including student mileage for state reporting (FIT), vehicle mileage, driver compensation trip sheets, and preparing gasoline reports.
6.	Supports new transportation employee onboarding, providing training on essential systems.
7.	Compiles information from route surveys.
8.	Facilitates district field trips and athletic transportation, coordinating logistics, preparing necessary paperwork, and distributing vehicle keys to coaches.
9.	Ensures compliance with training mandates by verifying completion of online training and specialized state training for bus drivers and bus helpers.
10.	Serves as a primary point of contact for parents and schools regarding bus routes, assignments, and arrival/departure times, resolving inquiries and coordinating communications.
11.	Prepares and updates annual state transportation reports for various eligible riders (pre-kindergarten, kindergarten, regular education, special education).
13.	Provides direct support to drivers by presenting forms and assisting with setting up bus information.

14.	Performs general administrative duties such as processing and filing all transportation correspondence, maintaining records of employee absences, and typing reports.
15.	Performs other related duties as assigned, contributing to the efficient operation of the Transportation Department.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	High school diploma or GED.
	Degree Required:
X	Required Work Experience in Addition to Formal Education/Training: Minimum three (3) years of progressively responsible administrative, operations, or office management experience, preferably in a transportation, logistics, or school district setting, demonstrating a strong understanding of complex operational environments, OR a combination of education and experience totaling (4) years.
	Required Supervisory Experience:

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
None required.

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p>Knowledge</p> <ul style="list-style-type: none"> • Comprehensive knowledge of district transportation operations, dispatch procedures, and relevant state/federal transportation regulations. • Understanding of financial administrative processes (e.g., procurement, budgeting, invoicing, expense tracking, payroll coordination). • Proficiency in software systems and various communication platforms. • Meticulous record-keeping and data management principles for compliance, auditing, and reporting. • Expertise in utilizing spreadsheet software for complex data analysis, tracking, and reporting. • Principles of emergency response and safety protocols related to student transportation. <p>Skills</p> <ul style="list-style-type: none"> • Exceptional verbal and written communication for critical dispatch and stakeholder interactions. • Superior organizational and project management for diverse, high-volume tasks. • Advanced analytical and problem-solving for complex operational and financial issues. • Highly adept at multitasking and prioritizing in fast-paced, high-pressure environments. • Meticulous attention to detail and accuracy in all administrative tasks. • Strong interpersonal and conflict resolution for sensitive communications. • Proficiency in reading and interpreting maps for route guidance. <p>Abilities</p> <ul style="list-style-type: none"> • Work independently with minimal supervision, demonstrating initiative and sound judgment. • Adapt quickly to changing demands, emergencies, and regulatory updates.

- Communicate complex logistical and sensitive information clearly.
- Leverage multiple software systems simultaneously to optimize workflows.
- Maintain absolute confidentiality of sensitive information.
- Provide effective training and guidance to staff on transportation systems.
- Contribute to continuous improvement of departmental operations.

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

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 moderate.

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.

RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report JUNE 9, 2025 Committee Meeting

BUDGET SUMMARY

6/5/2025

Percent spent

REVENUES	24-25		24-25		24-25		24-25		Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	BUDGET BALANCE		
General	01	\$ 121,223,653.72	\$ 126,312,314.49	\$ 100,330,941.21	\$ 1,668.23	\$ 25,983,041.51	79%		
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 4,483,435.65	\$ -	\$ 1,516,564.35	75%		
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 3,395,286.84	\$ -	\$ 2,936,904.01	54%		
Community Ed	04	\$ 8,577,600.00	\$ 8,673,768.02	\$ 5,740,402.80	\$ -	\$ 2,933,365.22	66%		
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 1,147,490.91	\$ -	\$ 1,624,684.52	41%		
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 2,327,151.05	\$ -	\$ 25,740,133.95	8%		
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%		
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 1,091,690.05	\$ -	\$ (141,690.05)	115%		
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 413,393.91	\$ -	\$ (137,129.91)	150%		
REVENUES	TOTALS:	\$ 174,475,269.00	\$ 179,660,097.79	\$ 118,929,792.42	\$ 1,668.23	\$ 60,731,973.60	66%		

EXPENSES	24-25		24-25		24-25		24-25		Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	BUDGET BALANCE		
General	01	\$ 122,071,417.00	\$ 123,504,596.84	\$ 115,223,333.09	\$ 1,699,354.09	\$ 6,581,909.66	95%		
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 5,001,853.80	\$ 474,946.86	\$ 579,197.34	90%		
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 8,868,818.00	\$ 145,808.01	\$ (2,230,827.01)	133%		
Community Ed	04	\$ 7,817,759.00	\$ 7,943,065.43	\$ 6,913,699.44	\$ 11,255.09	\$ 1,018,110.90	87%		
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 7,461,476.39	\$ 509,339.92	\$ (1,062,194.88)	115%		
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 1,229,017.51	\$ 624,979.40	\$ (860,565.34)	187%		
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 27,396,433.10	\$ -	\$ (2,903.10)	100%		
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%		
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 1,254,577.93	\$ -	\$ (325,013.93)	135%		
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 325,436.13	\$ 32,959.96	\$ 21,596.91	94%		
EXPENSES	TOTALS	\$ 179,410,183.00	\$ 181,156,332.27	\$ 173,674,645.39	\$ 3,498,643.33	\$ 3,983,043.55	98%		

Extra Curricular Fund 01 Prog 298
Revenue \$ 456,805.95
Expense \$ 599,025.93

PUBLIC TRANSIT PASS PROGRAM
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
DULUTH TRANSIT AUTHORITY
AND
INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH PUBLIC SCHOOLS

This Agreement (“Agreement”) is made by and between the Duluth Transit Authority (hereinafter referred to as ‘DTA’) and Independent School District No. 709, Duluth Public Schools (hereinafter referred to as ‘District’) and, individually a “party”, and collectively “parties”.

WHEREAS, pursuant to Minnesota Statutes section 471.59, the DTA and the District wish to formalize terms and conditions of the provision of a Public Transit Pass Partnership to the District; and

WHEREAS, the DTA is the public transportation provider in the City of Duluth, providing a mass transit system that is open to the general public; and

WHEREAS, the District is interested in offering a District Transit Pass Program for High School and Area Learning Center (ALC) students, as well as all District faculty utilizing the public DTA system; and

WHEREAS, the District will reimburse the DTA at a rate of \$1.20 per-ride counted on fixed-route service and \$2.40 per-ride on STRIDE paratransit service, up to a maximum of \$75,000 for the remainder of the District’s fiscal year, and \$150,000 for the 2025-26 fiscal year;

WHEREAS, the agreement will be for the remainder of the District’s fiscal year for 2024/25 and again for the 2025/26 fiscal year, with subsequent one-year options with negotiations on the reimbursement rate and maximum cap;

NOW, THEREFORE, in consideration of the mutual promises without other valuable consideration exchanged herein, IT IS HEREBY AGREED AS FOLLOWS:

1. **Purpose.** The purpose of this Agreement is to allow the DTA and the District to work jointly together to provide transportation services for District students and staff through the public transportation system at no cost to the District passengers.
2. **Definitions.**
 - a. **District Passengers.** Eligible District Passengers shall include:
 - i. All currently enrolled District High School and ALC (Area Learning Center) students while the Agreement is in effect.
 - ii. All District employees employed while the Agreement is in effect.
 - b. **Program.**
 - i. The Program refers to the Pass partnership defined herein.
3. Commencing on February 3rd, 2025, all District Passengers may ride DTA regular route and paratransit buses at no cost to the District Passengers in accordance with the terms set forth herein.
 - a. District Passengers presenting a valid school-issued, student or employee identification badge at the time of boarding may ride DTA regular route buses and eligible riders on

paratransit buses at no charge to the District Passenger. In order to ride as part of this program, the District Passenger must present their school-issued identification badge and the bus driver must track the number of District Passengers.

- b. District Passengers shall be able to use the Program all year, including times where school is not in session, such as nights, weekends or during the summer for summer school.
- c. District Passengers shall comply with all DTA policies and procedures.
- d. The District will have no control over DTA's operations in connection with providing said services, and the District will have no control or supervision over the drivers of the buses used in said service by the DTA. Said drivers do not constitute agents or employees of the District and will be subject solely to the DTA's supervision and control.
- e. The DTA shall not be required to deviate from regular route services or paratransit operations policies in providing this scope of service.
- f. The DTA's routes will be open and available to all members of the general public on DTA's regular routes. DTA is not providing District exclusive services through this Agreement.

4. District Roles and Responsibilities.

- a. The District shall annually provide to the DTA example images of all school-issued student and staff identification prior to the start of the Pilot Program.
- b. The District shall distribute and make aware the terms and rules of the Program, attached hereto as A. The District shall instill and maintain a culture of safety, courtesy, and adherence to all DTA policies while using public transit, as outlined in the terms and rules attached here to as A.
- c. The District shall designate a point of contact for the administration of this Agreement.

5. DTA Roles and Responsibilities.

- a. The DTA shall keep ridership records of all District Passengers and provide ridership data to the District. Ridership records will not contain any personal information, only numbers counted at the time of boarding the transit vehicle.
- b. The DTA shall provide information to relevant school principals regarding District Passenger bus behavior concerns upon request or at DTA's observance of concerning behavior. DTA shall not be required to prepare special reports or other data not previously collected to report on District Passenger bus behaviors.
- c. The DTA shall reserve the right to "trespass" passengers who violate DTA Code of Conduct.
- d. The DTA shall designate a point of contact for the administration of this Agreement.
- e. The DTA shall ensure that its buses are capable of tracking ridership information by District Passengers.

6. District and DTA and Responsibilities. The administration, management, marketing and promotion of the bus service program are the mutual responsibilities of the DTA and the District.

- a. DTA shall work with the District to develop a plan and market the program.
- b. Either party to this Agreement may promote the District transit pass program at their own expense.
- c. The parties agree to meet to discuss the program and ridership as necessary.

7. Services Performed by the District. The parties agree that any and all legal obligations, whether set forth under state or federal laws, requiring the District to provide transportation for pupils shall remain exclusively with the District. This Agreement is entered into solely for the

convenience of the parties, and nothing herein shall be deemed to create any obligation or legal responsibility for the DTA or the City to transport District Passengers to school.

- 8. Disclosure and Use of Data.** The parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to District student records created or maintained by educational institutions and records created by public transportation agencies. Consistent with the foregoing, the parties shall cooperate and coordinate communication efforts in their mutual interest and promptly debrief all critical incidents. The District and the DTA shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. DTA will report immediately to the District any requests from third parties for information related to this Agreement, and DTA must not disclose such data. The District will respond to such data requests as it applies to all data provided by the DTA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District under this Agreement.
- 9. Payment.** The District will reimburse the DTA at a rate of \$1.20 per-ride counted on fixed-route service and \$2.40 per-ride on STRIDE paratransit service, up to a maximum of \$75,000 for the remainder of the District's 2024-25 fiscal year from February 3, 2025, until June 30, 2025; and \$150,000 for the 2025-26 fiscal year; The DTA shall provide a monthly accounting of the number of District Passengers who ride their buses, broken down by the number of riders per fixed-route service and STRIDE paratransit service. Payment shall be made by the District within thirty-five (35) days upon DTA's presentation of an invoice for transportation services rendered pursuant to this Agreement. The same reimbursement rate and a maximum cap of \$150,000 shall apply for the second year, beginning July 1, 2025, until June 30, 2026. After that, the DTA and District will negotiate modifications to the cost per-ride and the annual maximum fee. If the District surpasses its annual reimbursement cap in any fiscal year of this Agreement, then Eligible Riders shall continue to be able to ride pursuant DTA buses pursuant to this Agreement, though the District shall have no further reimbursement obligations until the expiration of that fiscal year.
- 10. Termination.**

 - a. Term. The Agreement shall commence on February 3, 2025, and remain in effect until June 30, 2026. The parties shall have the option to extend the Agreement with subsequent one-year options until the parties rescind or terminate the Agreement in accordance with its terms by providing the other party with written notice of its intent to enter into a one-year option at least 30 days prior to the expiration of the Agreement. If the parties extend the Agreement beyond June 30, 2026, the parties shall negotiate and agree on the reimbursement rate and maximum cap. If the parties fail to negotiate and agree on a reimbursement rate and maximum cap prior to the expiration any subsequent option period, the Agreement shall expire at the end of that option period.
 - b. Termination. Either party may terminate this Agreement without cause with at least thirty (30) days' written notice to the other party. In the event of such termination, DTA shall be entitled to reimbursement for rides up until the effective date of the termination.
- 11. Insurance.** The DTA shall maintain professional liability insurance coverage for itself of not less than \$1,000,000 per incident and \$2,000,000 per aggregate during the term of this Agreement and any subsequent renewals to extend the Agreement term.

- a. The DTA acknowledges that it is by law not covered by or subject to the Workers' Compensation Disability Compensation Act coverage by the District.
- 12. Indemnification.** To the extent permitted by law, each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Contract and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Parties' employees or agents. Under no circumstances will the Indemnifying Party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
- 13. Equal Employment Opportunity.** During the term of this Agreement, the parties shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
- 14. Severability.** The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of the Agreement shall be in any way affected thereby.
- 15. Choice of Law and Amendments.** This Agreement shall be construed under Minnesota law. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing and executed by all parties. The parties acknowledge and agree that any failure on the part of the other Party to enforce any of the provisions of this Agreement at any time or for any period of time shall not be deemed or construed to be a waiver of such provisions or of any rights of the parties thereafter to enforce each and every provision.
- 16. Assignment.** Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the parties without the prior written consent of all the parties.
- 17. Notice.** Any Notice, demand, or request herein provided for shall be sufficiently given or made if hand delivered or mailed by registered mail, postage prepaid, and addressed:

District: Independent School District No. 709, Duluth Public Schools
ATTN: Anthony Bonds, Assistant Superintendent
Duluth Public Schools
709 Portia Johnson Drive, Duluth MN 55811

DTA: Duluth Transit Authority (DTA)
ATTN: Christopher Belden
2402 W Michigan St
Duluth, MN, 55806

Any notice mailed shall be conclusively deemed to have been given on the next business day following the day on which it was mailed. The parties hereto may at any time give notice in writing to the other parties of any change of address and thereafter all notices shall be mailed to the new address as notified.

- 18. **Drafting.** The parties each represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of the parties and upon their respective heirs, successors, executors, administrators, personal representatives, and permitted successors and assigns.
- 19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement replaces any prior or contemporaneous agreement, whether written or oral.
- 20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted facsimile, by electronic mail in "portable document format" ("pdf") or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by these duly authorized representatives.

Dated this _____ day of _____, 2025

On behalf of DTA:

General Manager

On behalf of Independent School District No. 709, Duluth Public Schools:

Name/Title

Name/Title

Exhibit A

Student DTA Bus Rules

Riding the bus is a privilege, not a right. Students are expected to follow the same behavioral standards while riding buses as are expected on school property or at school activities, functions, or events in accordance to our Student Handbook. All school rules are in effect while a student is riding the bus or at the bus stop.

Rules at the Bus Stop

- Get to your bus stop 5 minutes before your scheduled pick-up time. The bus driver will not wait for late students. Stand at least 3-5 feet back from the curb while approaching the bus stop.
- Respect the property of others while waiting at your bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus. Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- No fighting, harassment, intimidation, or horseplay.

Rules on the Bus

- Immediately follow the directions of the driver.
- Sit in your seat facing forward.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep your arms, legs, and belongings to yourself.
- No fighting, harassment, intimidation, swearing or horseplay.
- Do not throw any object.
- Bicycles are not permitted inside the bus. If the bike rack is full, passengers with bicycles must take the next scheduled bus.
- Do not bring any weapon or dangerous objects on the school bus.
- Do not damage the bus or leave behind garbage/litter.
- Please surrender your seat to senior citizens or those with disabilities.
- Passengers should NEVER cross in front of a DTA bus. Please wait until the bus has left the bus stop and all traffic is clear.

Tips for Success while riding DTA Buses

- Please present your current high school student ID upon boarding so the driver can key in your free trip and verify you are an eligible district rider.
- Ensure you use the pull cord (or button on the column on the electric buses) to indicate to your driver you are requesting a stop. Please do this at least a block before the stop to ensure the driver can safely stop the bus.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Duluth Public Schools** (“Owner”) and Northland Constructors of Duluth, a division of Mathy Construction Company (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Duluth East High School Parking Lot Improvements Bid #1339**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction includes a base bid of Bituminous Pavement Milling, Bituminous Pavement, and Pavement Marking. Construction includes an alternate for Miscellaneous Removals and Pavement Reclamation, Grading, Aggregate Base, Bituminous Pavement, Pavement Markings, Signage, and Erosion Control. Construction includes a second alternate for additional Bituminous Pavement Milling, Bituminous Pavement, and Pavement Marking.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Design Tree Engineering, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **[insert “Engineer” if an entity has been identified as such in Paragraph 3.01, and that same entity prepared the design; or indicate by name the entity other than Engineer that prepared the design].**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **August 15, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 22, 2025**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **18** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: **Duluth East High School Parking Lot Improvements Bid #1339.**
 7. Drawings listed on the attached sheet index.
 8. Addenda (numbers 1 to 2, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's bid.**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 21, 2025 (which is the Effective Date of the Contract).

Owner:
Duluth Public Schools
(typed or printed name of organization)
By: John Magas
(individual's signature)
Date: 5.30.2025
(date signed)
Name: John Magas
(typed or printed)
Title: Superintendent
(typed or printed)
Attest: Brett Mensing
(individual's signature)
Title: Notary
(typed or printed)
Address for giving notices:
713 Portia Johnson Drive
Duluth, MN 55811

Contractor:
Northland Constructors of Duluth, a division of
Mathy Construction Company
(typed or printed name of organization)
By: [Signature]
(individual's signature)
Date: 5/23/2025
(date signed)
Name: Craig Ploetz
(typed or printed)
Title: Vice President
(typed or printed)
(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: [Signature]
(individual's signature) Molly Musolf
Title: Project Administrator / Notary
(typed or printed)
Address for giving notices:
4843 Rice Lake Road
Duluth, MN 55803

Designated Representative:
Name: Simone Zurich
(typed or printed)
Title: Exec. Dir. Business Services
(typed or printed)
Address:
709 Portia Johnson Drive
Duluth MN 55811

Designated Representative:
Name: Craig Ploetz & Dan Kiminski
(typed or printed)
Title: Vice President & Project Manager
(typed or printed)
Address:
4843 Rice Lake Road
Duluth, MN 55803

Phone: 218 336 8704
Email: simone.zurich@isd709.org
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Phone: (218) 625-2291 (218) 625-3172
Email: craig.ploetz@northlandconstructors.us dan.kiminski@northlandconstructors.us
License No.: IR810600
(where applicable)
State: Minnesota

Kelly Durick Eder, Board Chair



A DIVISION OF MATHY CONSTRUCTION CO. • DULUTH, MN

CERTIFICATE OF INCUMBENCY

The undersigned, being the President of Northland Constructors of Duluth, a division of Mathy Construction Company ("the Company") hereby certifies that the following persons hold the following offices in the Company, and they have full authority to act on behalf of the Company, and that the signatures following their names are their valid signatures.

Name	Position	Signature
<u>Craig Ploetz</u>	<u>Vice President</u>	<u>[Signature]</u>
<u>Aaron Holmgren</u>	<u>Vice President</u>	<u>[Signature]</u>
<u>Charles M Bell II</u>	<u>Vice President</u>	<u>[Signature]</u>

The undersigned further certifies that he has full authority to execute this Certificate of Incumbency on behalf of the Company.

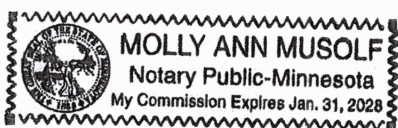
[Signature]
Greg Fredlund, President

January 23, 2024
Date

State of Minnesota)
) ss.
County of St. Louis)

On this 23rd day of January, 2024, before me appeared Greg Fredlund, to me personally known, who, being by me duly sworn, did say that he is the President of Northland Constructors of Duluth, a division of Mathy Construction Company, a corporation, and that said instrument was executed in behalf of said corporation, and that said Greg Fredlund acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public St. Louis County, Minnesota



My commission expires January 31, 2028

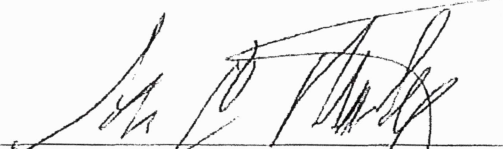
**RESOLUTION OF THE
BOARD OF DIRECTORS OF
MATHY CONSTRUCTION COMPANY**

Pursuant to Section 180.0821 of the Wisconsin Statutes, the undersigned, being all of the Directors of Mathy Construction Company, a Wisconsin corporation (the "Corporation"), hereby consent to the following action in lieu of a special meeting of the Board of Directors, with the express intention that the action has the same effect as though adopted by vote at such a special meeting.

RESOLVED, effective December 1, 2023, that any one of the following named persons be and they are hereby authorized for and on behalf of **Northland Constructors of Duluth, a Division of Mathy Construction Company ("Northland")**, to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by **Northland** or for the purchase of materials or property on behalf of **Northland**.

<u>Name</u>	<u>Title</u>
Greg Fredlund	Senior Vice President & Regional Manager
Craig Ploetz	Vice President of Construction Operations
Charlie Bell	Vice President of Concrete Services
Aaron Holmgren	Vice President of MET
Tony Larson	Assistant Secretary

Dated this 1st day of December, 2023.



Steven C. Mathy, Director



Scott P. Mathy, Director

Debra L. Mathy, Director

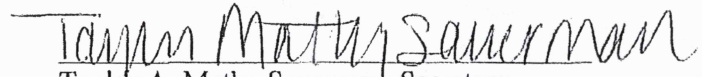
CERTIFIED RESOLUTION

The undersigned, being the duly elected and acting Secretary of Mathy Construction Company, a Wisconsin corporation (the "Corporation"), hereby certifies that the following resolution was unanimously adopted and passed at a meeting of the directors of the Corporation pursuant to the provisions of Section 180.0821 of the Wisconsin Statutes and that the resolution is now in full force and effect:

RESOLVED, effective December 1, 2023, that any one of the following named persons be and they are hereby authorized for and on behalf of **Northland Constructors of Duluth, a Division of Mathy Construction Company ("Northland")**, to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by **Northland** or for the purchase of materials or property on behalf of **Northland**.

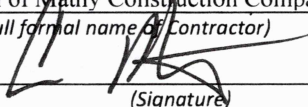
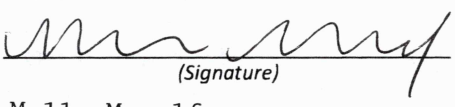
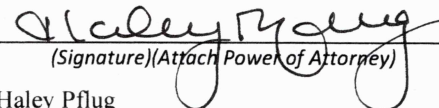

<u>Name</u>	<u>Title</u>
Greg Fredlund	Senior Vice President & Regional Manager
Craig Ploetz	Vice President of Construction Operations
Charlie Bell	Vice President of Concrete Services
Aaron Holmgren	Vice President of MET
Tony Larson	Assistant Secretary

Dated this 1st day of December, 2023.


Taylor A. Mathy Sauerma, Secretary

PERFORMANCE BOND

Bond No. 30248634

<p>Contractor</p> <p>Name: Northland Constructors of Duluth a Division of Mathy Construction Company</p> <p>Address (principal place of business): 4843 Rice Lake Road Duluth, MN 55803</p>	<p>Surety</p> <p>Name: Western Surety Company</p> <p>Address (principal place of business): 151 North Franklin Street Chicago, IL 60606</p>
<p>Owner</p> <p>Name: Duluth Public Schools</p> <p>Mailing address (principal place of business): 713 Portia Johnson Drive Duluth, MN 55811</p>	<p>Contract</p> <p>Description (name and location): Duluth East High School Parking Lot Improvements Bid #1339 301 N 40th Ave E Duluth, MN 55804</p> <p>Contract Price: \$418,900.00</p> <p>Effective Date of Contract:</p>
<p>Bond</p> <p>Bond Amount: \$418,900.00</p> <p>Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal Northland Constructors of Duluth a Division of Mathy Construction Company <i>(Full formal name of Contractor)</i></p> <p>By: <u></u> <i>(Signature)</i></p> <p>Name: <u>Craig Ploetz</u> <i>(Printed or typed)</i></p> <p>Title: <u>Vice President</u></p> <p>Attest: <u></u> <i>(Signature)</i></p> <p>Name: <u>Molly Musolf</u> <i>(Printed or typed)</i></p> <p>Title: <u>Project Administrator/Notary</u></p>	<p>Surety Western Surety Company <i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: <u></u> <i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: <u>Haley Pflug</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u></u> <i>(Signature)</i></p> <p>Name: <u>Blake Bohlig</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



EJCDC® C-610, Performance Bond.

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Page 1 of 4

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Bond No. 30248634

<p>Contractor</p> <p>Name: Northland Constructors of Duluth a Division of Mathy Construction Company</p> <p>Address (principal place of business):</p> <p style="text-align: center;">4843 Rice Lake Road Duluth, MN 55803</p>	<p>Surety</p> <p>Name: Western Surety Company</p> <p>Address (principal place of business):</p> <p style="text-align: center;">151 North Franklin Street Chicago, IL 60606</p>
<p>Owner</p> <p>Name: Duluth Public Schools</p> <p>Mailing address (principal place of business):</p> <p>713 Portia Johnson Drive Duluth, MN 55811</p>	<p>Contract</p> <p>Description (name and location):</p> <p>Duluth East High School Parking Lot Improvements Bid #1339 301 N 40th Ave E Duluth, MN 55804</p> <p>Contract Price: \$418,900.00</p> <p>Effective Date of Contract:</p>
<p>Bond</p> <p>Bond Amount: \$418,900.00</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p>Northland Constructors of Duluth a Division of Mathy Construction Company</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p>Western Surety Company</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: <u>Craig Ploetz</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>Vice President</u></p> <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: <u>Molly Musolf</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>Project Administrator/Notary</u></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: <u>Haley Pflug</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: <u>Blake Bohlig</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

EJCDC® C-615, Payment Bond.

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Page 3 of 4

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 18. Modifications to this Bond are as follows: **None**

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Haley Pflug, Katie Rooney, Trisha Kasper, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of November, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of November, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Northland Constructors of Duluth, a Division of Mathy Construction Company	
POLICY NUMBER See Page 1		4843 Rice Lake Road Duluth, MN 55803	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

consultants of all such are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability when required by written contract or agreement and executed prior to loss.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds when required by written contract.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5944715-16

Effective Date: 12/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: A.L.M. HOLDING COMPANY

Endorsement Effective Date: 12/01/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL "INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED" PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



Straight Excess Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance**.

Follows Form underlying General Liability and Automobile AI provisions

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

- A.** We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance**. This policy includes:
1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2.** below; and
 2. The terms and conditions that apply to this policy.
- B.** Notwithstanding anything to the contrary contained in Paragraph **A.** above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.
- C.** The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.
- D.** We have no obligation under this policy with respect to any settlement made without our consent.
- E.** The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

SECTION II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
1. Insureds;
 2. Claims made or suits brought; or
 3. Persons or organizations making claims or bringing suits.
- B. The Limits of Insurance of this policy will apply as follows:
1. The limit shown in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** to which this policy applies, except for:
 - a. **Loss** covered under the products/completed operations hazard; and
 - b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.In addition, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the products/completed operations hazard, the Other Aggregate limit shown in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.
 2. The limit shown in Item **4.C.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all **loss** to which this policy applies under the products/completed operations hazard.
 3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit shown in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence** to which this policy applies.
- C. Coverage applies only in excess of the greater of the actual limits of insurance of **underlying insurance** or the Applicable Limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy.
- D. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.
- E. Subject to Paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:
1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
 2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured for damages covered by this policy when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy.
- B. In those circumstances where Paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
1. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds.
 2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
 3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings because of time off from work.
 4. All court costs taxed against the insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. However, if we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limits of insurance.

When our expenses and the payments described in this paragraph above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

- C. In those circumstances where Paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any suit that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any suit after we have exhausted the applicable Limit of Insurance as shown in Item **4.** of the Declarations.

If we are prevented by law from carrying out the provisions of Paragraph **A.** above, we will pay any expense incurred with our consent.

SECTION IV. EXCLUSIONS

This policy does not apply to any liability, damage, **loss**, cost or expense:

ASBESTOS

- A. Arising out of or relating in any way to:

1. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
2. Any:
 - a. Request, demand, order, statutory or regulatory requirement, direction or determination, that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - b. Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

POLLUTION

- B. 1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
- a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (2) Bodily injury or property damage for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to **underlying insurance** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;
 - b. At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.
- e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- f. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;
 - (2) Otherwise in the course of transit by or on behalf of any insured; or
 - (3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:

- (1) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or
- (2) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any insured.

2. Arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- b. Claim or suit brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this Paragraph, **B.2.**, does not apply to liability, damage, **loss**, cost or expense because of property damage that the insured would have in the absence of such request, demand, order or statutory or regulatory requirements, or such claim or suit by or on behalf of a governmental agency.

NUCLEAR

- C. 1. With respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or

2. Resulting from the **hazardous properties** of **nuclear material** and with respect to which:
 - a. A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
3. Any injury or **nuclear property damage** resulting from the **hazardous properties** of **nuclear material**, if:
 - a. The **nuclear material**:
 - (1) Is at any **nuclear facility** owned by, or operated by or on behalf of, any insured; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or
 - c. The injury or **nuclear property damage** arises out of the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph c. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties;
2. **Nuclear Facility** means:
 - a. Any **nuclear reactor**;
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium,
 - (2) Processing or utilizing **spent fuel**, or
 - (3) Handling, processing or packaging **waste**;
 - c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
4. **Nuclear property damage** includes all forms of radioactive contamination of property;
5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
6. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;
8. **Waste** means any waste material;
 - a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

- b. Resulting from the operation by any person or organization of any **nuclear facility** included under the first two Paragraphs of the definition of **nuclear facility**.

SUBLIMITED UNDERLYING INSURANCE

- D. Which is covered by any **underlying insurance** but is subject to a sublimit unless such sublimited coverage is specifically endorsed to this policy.

VIOLATION OF STATUTES

- E. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - 3. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
 - 4. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

WAR

- F. Arising, directly or indirectly, out of:
 - 1. War, including undeclared or civil war;
 - 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

EMPLOYMENT PRACTICES

- G. Arising out of any bodily injury or personal and advertising injury to:
 - 1. A person arising out of any:
 - a. Failure to employ or promote that person;
 - b. Termination of that person's employment, including actual or alleged constructive dismissal; or
 - c. Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
 - 2. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any bodily injury or personal and advertising injury to that person at whom any of the employment related practices described in subparagraphs **a.**, **b.** or **c.** above is directed.

This exclusion applies:

- 1. Whether the injury causing event described in subparagraph **G.1.** above occurs before employment, during employment or after employment of that person;
- 2. Whether the insured may be held liable as an employer or in any other capacity; or
- 3. To any obligation to share damages with or repay someone who must pay damages because of the injury.

LAWS, MISCELLANEOUS

- H. Under any of the following:
 - 1. Any uninsured/underinsured motorist or auto no-fault or first party personal injury law;

2. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
3. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

- I. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this policy, electronic data is intangible property and means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION V. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II. LIMITS OF INSURANCE** of this policy.

B. Bankruptcy or Insolvency

The insolvency, bankruptcy or inability to pay of any insured will not relieve us from our obligation to pay damages covered by this policy.

In the event of insolvency, bankruptcy, refusal, or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

C. Cancellation

1. The first Named Insured shown in Item 1. of the Declarations may cancel this policy by mailing or delivering to us advance written notice stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to the first Named Insured not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to the first Named Insured not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to the first Named Insured's mailing address shown in Item 2. of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour shown in the cancellation notice.
4. If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
5. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due the first Named Insured. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due the first Named Insured.
6. The first Named Insured shown in Item 1. of the Declarations will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any premium refund that may become payable under this policy.

D. Maintenance of Underlying Insurance

During the Policy Period, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Applicable Limits of insurance of the policies shown in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or suits for **loss** covered by **underlying insurance**;
3. The policies listed in the Schedule of Underlying Insurance may not be canceled or nonrenewed by you without notifying us, and you agree to notify us as soon as practicable before the cancellation or nonrenewal effective date in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and

4. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in Item 1. of the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy. To the extent possible, notice will include:
 - a. How, when and where the **occurrence** took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the **occurrence**.
2. Knowledge of an **occurrence** by the agent, servant or employee of yours, shall not in itself constitute knowledge by the insured unless you or any **authorized person** receives such notice from the agent, servants or employee.
3. If a claim or suit against any insured is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.
4. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply.
5. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
6. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**. However, this provision will not apply if the **other insurance** is written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

H. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

I. Transfer of Rights of Recovery Against Others to Us

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

J. Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the insured must report such error or omission to the company as soon as practicable after its discovery.

K. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the insured's underlying insurer has paid or is legally obligated to pay the full amount of the total Applicable Limits of **underlying insurance**.

When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured obtained after an actual trial, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

L. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

M. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

N. First Named Insured

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

O. Inspection

We have the right, but are not obligated to inspect the insured's premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

P. Legal Action Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

Q. Premium

The premium for this policy as stated in Item 5. of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

R. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each named insured were the only named insured; and
2. Separately to each insured against whom claim is made or suit is brought.

S. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

T. Violation of Economic or Trade Sanctions

If coverage for a claim or suit under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or suit will be null and void.

SECTION VI. DEFINITIONS

In this policy, words and phrases appearing in bold-face type have the definitions shown below:

- A. **Authorized person** means any person who may receive notice of an **occurrence** or claim in **underlying insurance**.
- B. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- C. **Loss** means those sums actually paid that the insured is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense after making proper deductions for all recoveries and salvage. However,
1. **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 2. **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
- D. **Occurrence** means covered event as defined in **underlying insurance**.
- E. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.
- Other insurance** does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
- F. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- G. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Applicable Limits of insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.



ZURICH

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5944715-16	12/01/2024	12/01/2025		34937000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY WRITTEN CONTRACT	30

All other terms and conditions of this policy remain unchanged.



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5944714-16	12/01/2024	12/01/2025		34937000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0271705-07	12/01/2024	12/01/2025		34937000	_____	_____

Named Insured and Mailing Address:

A.L.M. HOLDING COMPANY AND SUBSIDIARIES
 920 10TH AVENUE N
 ONALASKA, WI 54650

Producer:

WILLIS TOWERS WATSON MIDWEST, INC.
 8400 Normandale Lake Blvd
 Suite 1700
 Bloomington, MN 55437

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to **SECTION V. CONDITIONS:**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to the first Named Insured, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/01/2024
 Insured: A.L.M. Holding Company

Policy No. WC 5944716-16

Endorsement No.
 Premium \$

Insurance Company: Zurich American Insurance Company

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/01/2024
Insured: A.L.M. Holding Company

Policy No. WC 5944717-16

Endorsement No.
Premium \$

Insurance Company: Zurich American Insurance Company



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Duluth Public Schools
Duluth News and Tribune Building
Renovation Project
424 West First Street
Duluth, MN 55802

AGREEMENT INFORMATION:
Date: October 13, 2023

AMENDMENT INFORMATION:
Amendment Number: 001
Date: May 6, 2025

OWNER: *(name and address)*
Duluth Public Schools, ISD #709
713 Portia Johnson Drive
Duluth, MN 55811

ARCHITECT: *(name and address)*
ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

The Owner and Architect amend the Agreement as follows:

This Amendment supplements the C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, dated October 13, 2023 between Duluth Public Schools and ICS for the project known as Duluth News and Tribune Building Renovations Project.

Scope of Work:

1. Fee adjustment to align the cost of the project to the fee percentage agreed to in AIA C132-2019 dated October 13, 2023. The initial RFP as provided by the School, identified a project value of \$6,000,000. Through the design process, the estimated value of the project has increased to \$13,159,072.00. Agreement to increase the compensation (fee) from \$117,000.00 to \$256,600.00 to align with the new construction valuation.
2. Additional work scope added to the project, Commissioning Services, as identified within the attached ICS proposal dated April 1, 2025, are to be completed alongside the construction services, with a value of \$50,250.00.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

\$139,600.00 Construction Management Fee
\$50,250.00 Commissioning Services

Schedule Adjustment:

N/A

SIGNATURES:

ICS Consulting, LLC (ICS)

ARCHITECT *(Firm name)*

Duluth Public Schools

OWNER *(Firm name)*

SIGNATURE
Andy Faulkner, President

PRINTED NAME AND TITLE

SIGNATURE
Simone Zunich, Board Chair

PRINTED NAME AND TITLE

DATE

DATE

4/1/2025

Mr. Bryan Brown
Facilities Manager
Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811



104 Park Avenue North
Suite 104 | Park Rapids, Minnesota 56470
www.ics-builds.com
(763) 354-2670

Re: Commissioning Services/Systems Inspector for the Duluth Public Schools ISD 709 Education Center Project

Dear Mr. Brown:

ICS is pleased to provide our proposal for Independent Commissioning Services for the ISD #709 Education Center Improvement Project.

This submission is based on providing commissioning services to support the delivery of a project that meets all your goals in conformance with the contract documents and 2024 Minnesota Energy Code requirements.

ICS proposes to provide design document review, meetings, start-up observations, functional performance testing, inspections, and construction observation during the commissioning of this project. The attached proposal outlines the full scope of the proposed activities.

If the descriptions of the scope of services and fees in this proposal are agreeable, we will commence Commissioning activities related to this scope upon receipt of signed agreement. All services will be performed in accordance with the terms and conditions of the agreement. Should you desire to discuss this proposal, please contact me at your earliest convenience.

As ICS's representative for this project, you have my personal commitment to achieve the goals you have for the success of the project.

We appreciate your consideration of our firm's qualifications and experience and this opportunity to submit our proposal.

Sincerely,

A handwritten signature in blue ink that reads 'Dana C. Fontaine'.

Dana Fontaine, CPMP, BCxP, CCP, CxA, LEED® AP BD+C
Director of Technical Services
ICS





Independent School District 709

Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811



Commissioning & Technical Services

For the ISD 709 Education Center Improvement Project

April 1, 2025

Table of Contents

- Introduction..... 3
- I. Design Phase..... 3
- II. Construction Phase..... 4
- III. Building Acceptance Phase 4
- IV. Building Turnover/Occupancy Phase 5
- V. Basis of Compensation..... 5

Appendices

- A. General Conditions
- B. Signature Page

Commissioning & Technical Services

Duluth Public Schools, ISD 709 Education Center Improvement Project Commissioning and Technical Services

Introduction

ICS Consulting, LLC. (ICS) is pleased to present this proposal agreement to provide Independent Commissioning and Technical Services for the Duluth Public Schools, ISD 709 Education Center Improvement Project. Our services include providing the level of effort and expertise needed to deliver a Scope of Services to meet the needs of ISD 709 and meet the requirements of the 2024 Minnesota Energy Code, and as outlined in ASHRAE 0-2019 and "Commissioning Process for Buildings and Systems" and as outlined in ASHRAE/ANSI/IES Standard 202-2024.

ICS proposes to provide design and document review, meetings, start-up observations, functional performance testing, inspections, and construction observation during the commissioning of this project. This proposal outlines the full approach and scope of the proposed activities.

ICS's understanding is that commissioning activities will commence immediately. It is anticipated that construction will be completed by September 2025.

Commissioning Services to be provided by ICS on your behalf for the following systems and associated controls:

- New Air Handling Units (Qty. 3)
- New Packages Rooftop Air Handling Unit (Qty. 1)
- New Air-Cooled Condensing Units (Qty. 3)
- New Unit Heaters (All)
- New Variable Air Volume Units (Qty. 49)
- New Finned Tube Radiation (All)
- New Fan Coil Unit (Qty. 1)
- New Heat Exchangers (Qty. 2)
- New Pumps (All)
- New Exhaust Fans (Qty. 7)
- New Mini-Split Indoor & Outdoor Units (Qty. 1)
- Lighting Controls
- Test, Adjust, and Balance Review and Sampling
- Building Automation System Graphics and Controls
- Site Observations and Installation Reviews
- System Flushing and Filling, chemical treatment reviews

I. Design Phase

- Review Owner's Project Requirements (OPR) for clarity and completeness (OPR developed by others)

- Review Design Intent Document (DID) for conformance with the OPR (DID developed by others)
- Attend one (1) design team meeting
- Perform two thorough reviews of the Design and Construction Documents at 50% and 90% and provide written comments per MN Energy Code
- Develop the MN Energy Code Required Commissioning Plan and Schedule
- Attend select design team meetings as deemed appropriate by the Owner
- Develop Commissioning Specifications (if requested)
- Attend a project kick-off meeting
- Lead a controls coordination/integration meeting

II. Construction Phase

- Attend a project kick-off meeting
- Review submittals of the commissioned equipment
- Coordinate and lead a temperature controls submittal review meeting
- Develop pre-functional/startup checklists for the commissioned equipment
- Perform site observations with the objective of validating commissioning-related construction issues
- Attend select construction meetings to stay ahead of construction progress/issues
- Develop functional performance tests for the commissioned equipment
- Witness and document piping system flush and fill
- Witness and document duct pressure testing
- Coordinate, attend and lead Test and Balance kick-off meeting

III. Building Acceptance Phase

- HVAC system functional testing utilizing two (2) commissioning agents
 - 100% point to point verification of HVAC component operations
 - 100% verification of system sequences of control
 - 100% testing of air terminal units

- 100% alarm verification
- 100% graphic representation accuracy
- Document initial functional testing results for inclusion in the final report
- Issue Corrective Action Requests identifying non-conforming performance and perform contractor correction verification
- Perform seasonal HVAC system functional testing through all four seasons
- Test and Balance report review and comment; perform field sampling
- Schedule and manage progress meetings to verify work is being completed in a timely manner

IV. Building Turnover/ Occupancy Phase

- Verify Training Plan development by the contractors, schedule and agenda for the Owner and the Owner's staff
- Facilitate the Training Sessions
- Review O&M documentation for major equipment/systems
- Review product warranty documentation for major equipment/systems
- Develop a Commissioning Report documenting the entire commissioning process
- Provide an operations manual/systems manual with procedures for operating and maintaining the facility.
- Perform at 11-month, pre-warranty expiration walkthrough of the facility
- Conduct a lessons-learned meeting for all project stakeholders
- Perform seasonal and deferred performance testing
- Issue an acceptance letter and final commissioning report to the Code Official

V. Basis of Compensation

ICS' Compensation for commissioning services as described and summarized above are proposed as a lump sum fixed fee of **\$50,250** for services provided for the project.

The actual amount billed for ICS' services on a monthly basis will be based on ICS' estimate of the proportion of total services actually completed during the billing period.

Reimbursable expenses will be billed for such items as mileage, lodging, reproduction, and specialized equipment.

For project work beyond the services outlined in the proposal and/or any changes to the agreed upon scope of services or project duration, services will be billed on a time-and-materials basis in addition to the above-mentioned fees. However, additional work will not be conducted without approval by the Owner.

- Proposal for all phases is based on 6 site visits and on 15 days of performance testing utilizing two (2) Commissioning Agents.
- Proposal does not include the following:
 - Commissioning of existing systems or any new controls on existing systems.
 - Re-testing or re-verifying. Additional tests or re-verification will be outside the scope of this proposal and will only be completed as approved at an additional cost utilizing our current rates.
 - ICS will review ANSI/NETA, ASME, etc., testing performed by the contractors If applicable, ICS will not perform the tests.
 - Regularly planned overtime.
 - ICS is not responsible for design, design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. We may assist with problem solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the General Contractor and the A/E.
 - Review of the protective coordination, arc flash, or any other study of A/E or General Contractor.
 - Procurement or Construction Administration services or Controls Management (cost control and schedule).
 - Performance testing 1 year after substantial completion. ICS can provide these services as a separate performance-testing project for an additional fee.
 - Factory witness testing as we have assumed this is the Procurement responsibility; however, these services can be provided as a Scope addition to the Agreement.
 - Materials, consumables, fees, etc. required for startup or checkout for systems or equipment provided by others.
 - Any type of building encloser/envelope commissioning or air-barrier testing.
 - Monitoring Based Commissioning. *
 - Electrical distribution. *

*Although items are excluded from this proposal, ICS is open to discussing the most comprehensive approach as the project becomes further defined.

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to ICS Consulting, LLC, the company with which Owner is contracting. "Owner" is our client. The Agreement with you, the client, is comprised of this Agreement and accompanying written proposal.

1. **Scope of Work and Duration of Services**

Consultant will furnish and perform the services specified in Consultant's proposal (the "Proposal"). If any portion of the proposal is inconsistent with this Agreement, this Agreement shall control.

The commencement date for basic services shall be the date of approval of this proposal agreement.

Consultant's obligation to perform the Services shall terminate upon completion of the 1-year statutory warranty period for the project or upon completion of all specified services described in this proposal.

2. **General Provisions**

In addition to the Proposal, Consultant and Owner agree as follows:

A. **Right of Access**

Unless otherwise agreed in writing, Owner will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by consultant.

B. **Confidential & Proprietary Information**

The Consultant and Owner agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other. Neither Owner nor Consultant shall use the specification or other materials produced under this Agreement for any purpose beyond the scope of this project, without prior written agreement of the other.

C. **Quality**

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality.

2. **Payment for Services**

A. Invoices will be submitted monthly for services performed during the previous month.

B. Payments will be considered due and payable 30 days from the date of the associated invoice. If payments are not received upon becoming due and payable, interest may be assessed on the outstanding balance at a rate of the US Bank Reference Rate plus 5%, with interest accruing beginning 30 days from the original date of the invoice.

3. Indemnity & Insurance

A. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Consultant's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the consultant, regardless of whether such claim, loss, cost, or damage is caused in part by the Owner.

Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Owner's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the Owner, regardless of whether such claim, loss, cost, or damage is caused in part by the Consultant.

B. Insurance

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence, \$4,000,000.00 Aggregate
- (c) Automobile Insurance: All Owned vehicles used in connection with the services of this Agreement.

4. Limitations on Liability

A. The obligations of the Owner under this Agreement do not constitute personal obligations of Owner or its directors, officers or agents. Consultant will look solely to Owner's assets for satisfaction of any liability in respect of this Agreement and will not seek recourse against the directors, officers or agents of Owner or any of their personal assets for such satisfaction, unless there is a written agreement which makes an individual personally liable, executed by that individual. The provisions of this Paragraph 4 are not intended to relieve Owner from the performance of its obligations under this Agreement, but only to limit personal liability in the case of recovery of judgment. They do not limit Consultant's rights to obtain injunctive relief and specific performance or to maintain any other action not involving the personal liability of Owner or its directors, officers or agents.

B. ICS shall not be responsible for the acts or omissions of any consultant, contractor or any subcontractor, supplier or other individuals or entities performing design and/or furnishing any portions of the work. ICS shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

5. Assignment

This Agreement shall not be assigned by consultant without prior written consent of the Owner.

6. Authorities for Action

Owner designates a responsible employee for administration and coordination of the work. Consultant designates a responsible employee to act on its behalf in any matter under this Agreement. Either party may designate in writing one or more persons to act on its behalf in any manner under this Agreement, provided notice is given according to the provisions set forth in Paragraph 8 below.

7. Independent Contractor

It is specifically understood and agreed that at all times pertinent to this Agreement, Consultant shall be an independent Contractor and shall not be considered an employee of the Owner.

8. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Owner or Consultant or upon receipt by the other party, when mailed by registered or certified mail, postage prepaid, return receipt requested.

Either party shall have the right to designate by notice, in the manner set forth above, a different address to which notices are to be mailed.

9. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota.

10. Extent of Agreement

This Agreement represents the entire Agreement between Owner and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Owner and Consultant.

11. Termination

This Agreement may be terminated for proper cause by either party for any reason upon thirty (30) days written notice to the other party. Upon termination, Consultant will deliver to Owner or its designee all records, documents or materials in its possession or control of consultant which relate to the Project and for which payment has been received. If Services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to consultant for any incurred but unpaid charges for Services performed.

12. Hazardous Materials

It is acknowledged by both parties that ICS Consulting, LLC's scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

Appendix B

Signature Page

Signature Page

Duluth Public Schools, ISD 709 Education Center Improvement Project
Commissioning and Technical Services
04/01/2025

Proposal Terms

Terms on payment of services are delineated in the proposal dated 04/01/2025.

Signature includes acceptance of the attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Commissioning and Technical Services. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

* * *

Please proceed according to the above stated terms, attached general conditions and the proposal.

Independent School District 709

Date

Printed Name

Authorized Signature

ICS Consulting, LLC

Date

Printed Name

Authorized Signature

**Expenditure Contracts Signed
May 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
Carl Crawford	\$500.00*	TLE (DR)	Presentation on Community Support Resources and Navigating Race Relation at DHS for PD Day
Dr. Daniel Ninham	\$600.00*	TLE (DR)	Presentation on Indigenous Games at DHS for PD Day
Robert Fairbanks	\$1,000.00*	Am. Indian Edu (DR)	American Indian speaker for Native American Professionals Day
Ryan Clark	\$250.00*	Am. Indian Edu (DR)	Prep and prepare frybread for Misaabekong Family Info Night at Lowell
Ryan Clark	\$500.00*	Am. Indian Edu (DR)	PowWow performer, feast prep and set up
Less Gibbs	\$1,200.00*	Am. Indian Edu (DR)	Culturally specific services, knowledge and teachings, spiritual and cultural advisement
Jaimie Petite	\$2,400.00*	Am. Indian Edu (DR)	Culturally specific services, cultural knowledge, teachings, drumming and singing services
Jarvis Paro	\$3,000.00*	Am. Indian Edu (DR)	Culturally specific drumming and singing services
Troy Howes	\$3,000.00*	Am. Indian Edu (DR)	Culturally specific drumming and singing, cultural knowledge and teachings
Brian Stillday Jr.	\$6,000.00*	Am. Indian Edu (DR)	Performances for PD day and graduation ceremonies

Airlea DeFoe	\$900.00*	Am. Indian Edu (DR)	Ribbon skirt classes
Keela Delacruz	\$150.00*	Am. Indian Edu (DR)	Contracted services for Am. Indian Edu program
Dan Jones	\$150.00*	Am. Indian Edu (DR)	Contracted services for Am. Indian Edu program
Brian Kapp, Encore Music Studios	\$150.00*	ECFE (DR)	PD Day staff in service music and the developing brain presentation
Ashley Witucki	\$9,800.00*	Head Start (DR)	Nutrition Coordination for Duluth Preschool and Head Start for FY26
Sarah Stock	\$650.00*	Head Start (DR)	Training the new nutritionist and helping with back-to-school nutrition for Preschool and Head Start for FY26
Ariza Arts LLC	\$2,900.00*	ALC/AEO (DU)	Screen-printing workshop
Brian Langlee	\$350.00*	ALC/AEO (DR)	Brass quintet performance for ALC on 6/3/25
Arielle Seibold	\$400.00*	Denfeld HS (DU)	DHS theater backstage and quick change
Miranda Stachowicz	\$5,000.00*	Denfeld HS (DU)	DHS theater – director for Legally Blonde
Sofia DeCambaliza	\$500.00*	Denfeld HS (DU)	DHS theater – sound and lights for Legally Blonde
Calland Metts	\$3,500.00*	Denfeld HS (DU)	DHS theater - design build and set strike for Legally Blonde
Naomi Christenson	\$600.00*	Denfeld HS (DU)	DHS theater – choreography
Katie Moch	\$200.00*	Denfeld HS (DU)	DHS theater – choreography
Marc Harroo	\$180.00*	Lincoln Park MS (DU)	LPMS orchestra performance

AGREEMENT

THIS AGREEMENT, made and entered into this 05/20//2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Carl Crawford 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 on 05/27/2025 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.

Carl Crawford will provide a presentation on Community Support Resources from 1:15-2:00 pm, 05/27/2025 and Navigating Race Relations from 2:15-3:00 at Dendfeld 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 a sum of \$500.

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: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.
All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to St. Louis County attn: Carl Crawford, 320 West 2nd Street, Suite 301, Duluth, MN 55802

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

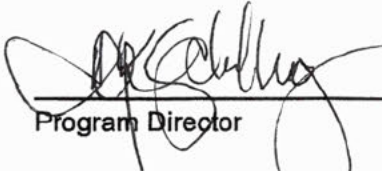
18. Conflict of Interest and Fiduciary Duty.

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

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.

  _____ 5-20-25
 Contractor Signature SSN/Tax ID Number Date

 _____ 5-21-25
 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).

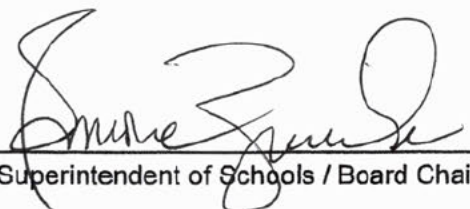
Please check the appropriate line below:

_____ 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	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

 _____ 5.23.25
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 05/20/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Daniel Ninham 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 on 05/27/2025 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.

Dr. Dan Ninham will provide a presentation on Indigenous Games from 12:15-3:00 pm, 05/27/2025 at Denfeld 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 a sum of \$600.

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: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.
All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to St. Louis County attn: Carl Crawford, 320 West 2nd Street, Suite 301, Duluth, MN 55802

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

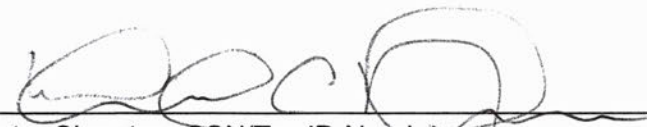
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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


18. Conflict of Interest and Fiduciary Duty.

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

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 5-21-25


 Program Director _____ Date 5-21-25

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).

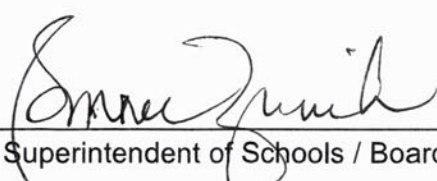
Please check the appropriate line below:

_____ 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	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 5.23.25

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Robert Fairbanks, 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 May 5th 2025 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.** *(insert or attach a list of programs/services to be performed by contractor)*

American Indian Speaker for Native American Professionals Day

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 75 hourly and \$ 1,000.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of the 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: American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

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

PO BOX 1271 CASS LAKE, MN. 56633
- Enter Address here.

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:


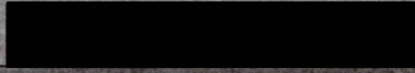
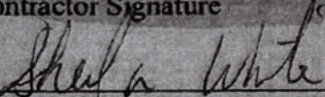
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

 _____  _____ 5/7/25
 Contractor Signature SSN/Tax ID Number Date
 _____ 05/05/2025
 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).

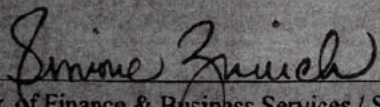
Please check the appropriate line below:

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

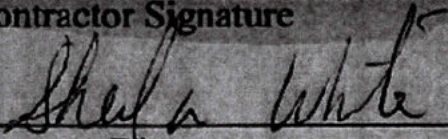
 _____ 5.12.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

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

5/7/25
Date


Program Director

05/05/2025
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21nd day of April, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and _____ Ryan Clark _____ an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 21, 2025 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Ryan will prep and prepare frybread for the Misaabekong Family Info Night at Lowell Oshki Preschool classroom.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$250 total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to _202 W 2nd St, Duluth, MN 55802_.

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

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

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

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

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

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

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

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

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

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

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

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THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 21nd day of April, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ryan Clark an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 21, 2025 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Pow Wow performers
Feast prep & purchases, set-up

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$ 500.00.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 202 W 2nd St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

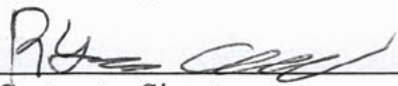
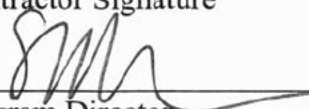
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 05/13/25

 Program Director _____ Date 5.16.25

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).

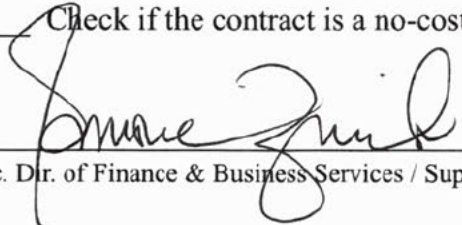
Please check the appropriate line below:

_____ 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).

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

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/20/25



AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Less Gibbs, 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 April 14th, 2025 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Culturally specific services, knowledge and teachings, spiritual and cultural advisement.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 75.00 (seventy-five dollars) hourly and \$ 1200.00 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: 1SD 709, Duluth Public Schools, Attn: Duluth American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _
_Less Gibbs, 1011 W. 4th St., Duluth MN 55806_____.

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

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

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

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

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

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

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

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

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


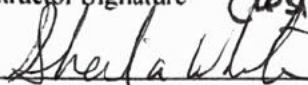
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

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 Claire Gibby SSN/Tax ID Number [REDACTED] Date 5/20/25

 Program Director _____ Date 5/20/25

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).

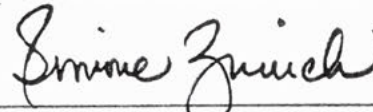
Please check the appropriate line below:

_____ 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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5.21.25

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Jaimie Petite, 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 April 14th, 2025 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Culturally specific services, cultural knowledge, teachings, drumming and singing services.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$ 75.00 (seventy-five dollars) hourly and \$ 2400.00 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: Duluth American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _
_ **Jaimie Petite Sr., 1296 Blacketter Rd., Sawyer MN, 55780** _____ .

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.

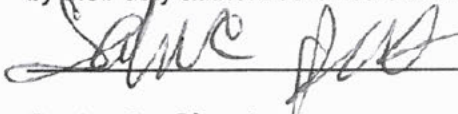

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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.

  5.3.25
 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

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

 5.28.25
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jarvis Poro, 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 May 3rd, 2025, and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Culturally specific drumming and singing services.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$ 150.00 (One-hundred and fifty dollars) hourly (for 1 drum and singers) and \$ 3000.00 (three-thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

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

Jarvis Paro, 264 Gagwagim Rd., Cloquet MN, 55720.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jack P... [REDACTED] 5/3/25
 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

01	00 E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Z... 5.22.25
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and **Troy Howes**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 3rd, 2025, and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Culturally specific drumming and singing, cultural knowledge and teachings.

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 **\$ 150.00 (One-hundred and fifty dollars) hourly (for 1 drum and singers) and \$ 3000.00 (three-thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

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

Troy Howes, 3920 Tower Ave. Apt. A-103, Superior WI, 54880.

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.

Judy Alvarez



5-3-25

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

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

Imine Zurich

5.22.25

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, 20 25, by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Stilldays JR, 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 5-6-2025 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.** *(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 \$ 75 hourly and \$ 6,000.00 in total.

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

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

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

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

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

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

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

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

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

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

★ 2010 Selmsier Ave Cloquet MN 55720
contractor's address

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:

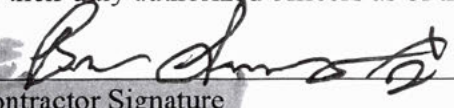
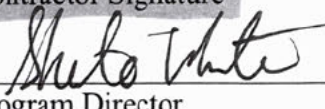
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 5-27-25

 Program Director _____ Date 5-29-25

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5.29.25



American Indian Education

Duluth Public Schools ISD709

709 Portia Johnson Dr,

Duluth MN 55811

April 24, 2025

Cultural Contracted Services with Brian Stilday for multiple dates listed below:

May 27th - Professional Development day, Brian will be doing a Travel Song

10:15 - 11:15 Am Denfeld

June 2nd - American Indian Graduation Banquet

5 - 7 pm Clyde Ironworks

June 3rd - Area Learning Center Graduation

St. Scholastica 7 pm

June 4th - East High School Graduation

7 pm The Decc

June 5th - Denfeld High School Graduation

7 pm Denfeld Auditorium

Brian Stilday Jr, with his group of 5 drummers.

Contracted at \$75/hr for each performer.

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Arlea DeFoe, 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 5-19-2025 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.** *(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 \$ 75 hourly and \$ 900.00 in total. GB

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: American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

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

1506 E 3rd St Apt B, Duluth, MN, 55812
Please Print Contractors Address Here

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 29th day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Keela de la Cruz, 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 May 29th 2025 and shall remain in effect until June 30th 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75⁰⁰ hourly and \$ 150.00 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: American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

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

↪ 2228 W 3rd St, Apt 4, Duluth, MN 55806
Keela's address Here

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.

Keela delator _____ SSN/Tax ID Number _____ Date 6/2/25
 Contractor Signature

Shela White _____ Date 06/02/25
 Program Director

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Erin Zwick _____ Date 6.3.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Dan Jones, 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 5-19-2025 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.** *(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 \$ 75.⁰⁰ hourly and \$ 150.⁰⁰ 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.

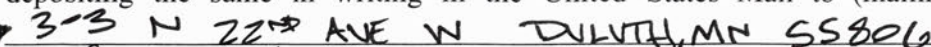
Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment 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: American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

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


Please Print Contractor's Address

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:


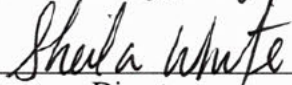
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 6-2-25

 Program Director _____ Date 06/02/25

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).

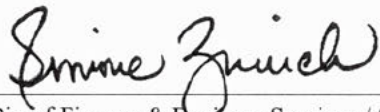
Please check the appropriate line below:

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 6.3.25

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Kapp, Encore Music Studios, 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: Provide Professional Development on the topic of Music and the Developing Brain to both certified and non-certified ECFE staff.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May, 27, 2025 and shall remain in effect until May 27, 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.** Provide Professional Development on the topic of Music and the Developing Brain to both certified and non-certified ECFE staff.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$_____ hourly and \$ 150 in total.

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth ECFE, 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 Encore Music Studios, Attn: Brian Kapp, 407 W Michigan St Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ashley Witucki an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2025 and shall remain in effect until December 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.** Ashley will be providing Nutrition Coordination for Duluth Preschool and Head Start.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$32 hourly and not to exceed \$9800.

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.

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

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

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

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

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

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

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

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

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

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

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.

 _____ SSN/Tax ID Number  Date 5-22-25

Program Director Date 5/30/25

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).

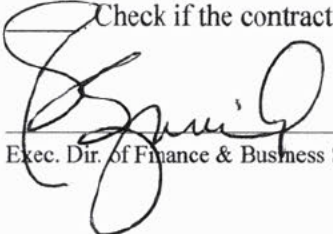
Please check the appropriate line below:

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).

04	E	005	579	503	305	000
04	E	005	579	285	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

 _____ Date 6.2.25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah Stock an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2025 and shall remain in effect until December 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.** Sarah will be training the new artist and helping with back to school materials for Head Start and Preschool.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$32 hourly and not to exceed \$650.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 4563 W Lismore Rd, Duluth, MN 55811.

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

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

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

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

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

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

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

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

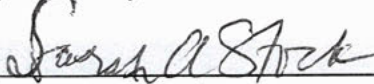

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 5/19/25

 Program Director _____ Date 5/30/25

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).

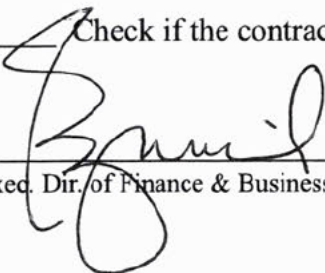
Please check the appropriate line below:

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).

04	E	005	579	503	305	000
04	E	005	579	285	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 6.2.25

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Ariza Arts LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 10, 2025 and shall remain in effect until May 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)* Screenprinting Workshop Proposal Duluth District 04.10.25

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$100 hourly and \$2,900 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

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 20 day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Langlee, 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 6/3/2025 and shall remain in effect until 6/3/2025, 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)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Brian Langlee [REDACTED] 5-22-25
 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

01	E	611	211	303	401	000
XX	X	XXX	XXX	XXX	XXX	XXX

Shirley Zwick 5.22.25
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of Feb, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and 5330 Old Hwy 61, an independent contractor, hereinafter called Contractor. Arielle Seibold

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. 4 and shall remain in effect until April 30, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 400 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)
5330 Old Hwy Ct Duluth MN 55810

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.

Amelle Sordani _____ [Redacted] 4/30/25
 Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 4/30/25
 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	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zivich _____ 5.17.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Miranda Stachowicz, 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 2/14/25 and shall remain in effect until 09/1/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ hourly and \$ 5000 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)
2732 W 13th Street, Duluth, MN, 55806

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

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

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

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

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

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

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

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

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

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

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

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.

Victoria Steing _____ 4/21/25
 Contractor Signature SSN/Tax ID Number Date

Keely Waechter _____
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Ermine Zwick _____ 5.17.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Sofia DeCumbaliza, 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 4/1 and shall remain in effect until 4/20, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

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

3234 Deker Rd.

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

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

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

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

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

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

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

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


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

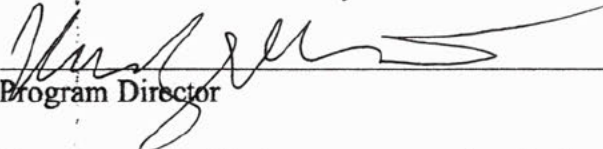
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


[REDACTED]
4/26/2025
 Contractor Signature SSN/Tax ID Number Date


5/1/2025
 Program Director Date

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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


5.12.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1ST day of May, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Calland Metts, 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 4/1/25 and shall remain in effect until 4/20/25, 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 \$ _____ hourly and \$ 3,500⁰⁰ 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.

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) 522 N. 3rd Ave W. Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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.

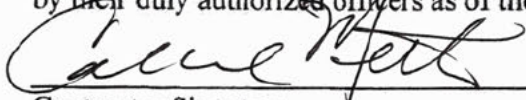

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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.

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 5/1/25

 Program Director _____ Date 5/1/25

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).

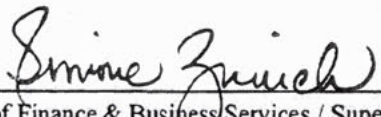
Please check the appropriate line below:

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	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5.12.25

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of March, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Naomi Christerson, 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 3/10/25 and shall remain in effect until 4/17/25, 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 \$ 30 hourly and \$ 600 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Keely Waechele, 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) 2310 W 5th Street Duluth, MN 55806

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of May, 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 5/12/25 and shall remain in effect until 6/12/25, 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 \$ _____ 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: Rachel Zofaid, 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)
Kate Moch 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.

Kate Mack _____ SSN/Tax ID Number _____ Date 5/12/25
 Contractor Signature

Rachel Lofald _____ Date 5/12/25
 Program Director

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Simone Zwick _____ Date 5.21.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June , 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and Marc Harroo, 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 May 16th, 2025 and shall remain in effect until June 15th, 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.** Mr. Harroo will lead, perform and conduct the duties of music clinician for students of Lincoln Park Middle School and Superior Middle School for the Strings Across the Bridge Middle Level Honors Music Festival, hosted at Denfeld High School on May 16th, 2025.

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 \$180 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: Marc Harroo** , 709 Portia Johnson Drive, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

MARC J H HARROO _____



06/03/2025

Contractor Signature

SSN/Tax ID Number

Date


Program Director

 6/3/2025
 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

79	E	225	298	000	305	434
XX	X	XXX	XXX	XXX	XXX	XXX



6.4.25

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

Date

**No Cost Contracts Signed
May 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
Essentia Health	Career Technical Education (CTE)	Essentia Health agrees to furnish clinical or such other resources as may be appropriate to students and/or faculty as needed

LEARNING EXPERIENCE AGREEMENT

This LEARNING EXPERIENCE AGREEMENT (“Agreement”) is entered into effective as of May 5, 2025 (“Effective Date”), by and between Essentia Health, a Minnesota nonprofit corporation (“Essentia Health”), and ISD 709 Duluth Public Schools (“Institution”).

RECITALS

WHEREAS, Essentia is an integrated healthcare system which provides healthcare services at its facilities throughout the regions it services, and which recruits and trains a wide range of healthcare professionals.

WHEREAS, Institution desires to secure clinical or other applicable practice experience for Institution’s healthcare students (hereafter referred to as “Student” or “Students”) by permitting the use of Essentia Health’s facilities and resources.

WHEREAS, Essentia Health is willing to provide such clinical or other applicable practice experience for Students at one or more of Essentia Health’s facilities.

WHEREAS, this Agreement does not contemplate the payment of a fee or remuneration by either party to the other but is intended to jointly benefit both parties by improving education through professional preparation of Students.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed:

Section 1. Responsibilities of Essentia Health.

- A. *Access to Essentia Health Facilities.* Essentia Health agrees to furnish clinical or such other resources as may be appropriate to Students and/or Faculty (defined below) for the purpose of providing training to Students in order to supplement their classroom learning and enhance their development as healthcare professionals and/or technicians.
- B. *Use of Medical Library.* Essentia Health agrees to permit Students to use its medical library according to Essentia Health’s standard policies, which may be amended from time to time.
- C. *Emergency Medical Care.* Essentia Health agrees to provide emergency medical care or arrange transportation to receive emergency care for Students who suffer an illness or injury requiring emergency care while on the premises of Essentia Health. Institution shall allow Essentia Health to direct the course of such care for any Faculty or Students in its sole discretion. The cost for medical care will be charged to the Student or Faculty and will be the Student or Faculty’s responsibility, unless such medical treatment is necessitated by some act or omission of Essentia Health, its agents or employees, which act or omission occurs within the scope of their agency or employment.

Section 2. Responsibilities of Institution.

- A. *Preparation for and Administration of Participation in Program.*
 - i. Institution agrees to appoint a Program coordinator for Institution to act as a liaison with Essentia Health and to coordinate, prior to each academic term, clinical or other area of study, dates, times, and number of Students, which are mutually agreeable to Essentia Health

- ii. Institution agrees to submit a written request for Program clinical rotation sites (as applicable), dates, and times to Essentia Health for approval. The written request for the Program shall be provided by Institution to Essentia Health within such time as reasonably requested by Essentia Health.
- iii. Institution agrees to provide to Essentia Health, five (5) weeks prior to Student placement the following: (a) names and number of students who will be assigned to the Program during a given period of time; (b) dates and hours students will be present in the Essentia Health facility; and (c) Faculty names and number for assigned Program.
- iv. Institution agrees to ensure that all professionally credentialed Students must possess current licensure, registration, or certification. Validation of current professional licensure will be provided to the Essentia Health representative for either Minnesota, Wisconsin, or North Dakota as appropriate, prior to participation in Program at Essentia Health.
- v. Institution shall obtain and maintain all required licenses, accreditations and approvals of its educational programs as are required by law, professional or technical boards or authority and shall be solely responsible to ensure that its educational programs and activities under this Agreement comply with all applicable U.S. and other state laws, as appropriate. Upon request by Essentia Health, Institution shall provide Essentia Health with evidence of licensure, accreditation and/or approval of applicable educational programs.
- vi. If this Agreement involves the placement of nursing students with an Essentia Health facility located in Minnesota, the Institution shall ensure that its educational programs and activities under this Agreement comply with the supervising instructor requirements for nursing students as set forth in Minn. Rule Part 6305.0300. If this Agreement is with an Institution located in a state other than North Dakota and involves the placement of nursing students with an Essentia Health facility which is located in North Dakota, then the Institution must follow the North Dakota Board of Nursing Guidelines for Out of State Nursing Education Programs Seeking Student Nurse Placement in North Dakota.
- vii. Institution agrees to ensure that all Students, prior to their first day of participation in the Program at Essentia Health, have reviewed and returned to Essentia Health a signed copy of the then-current Student/ Faculty/ Resident/ Fellow Orientation Guide which may be amended from time to time.
- viii. As may be applicable depending on Program class size and Program Objectives, Institution shall provide a faculty member(s) ("Faculty") who is appropriately qualified and competent in the Program discipline.
- ix. Institution agrees to provide the level of supervision of Students as solely determined by Essentia Health. Institution agrees to remove any Student or Faculty whose conduct is determined by Essentia Health, in its sole discretion, to be determinantal to Essentia Health or its patients, visitors, employees, or agents.
- x. Institution shall provide Essentia Health with written objectives for the Program ("Program Objectives") and shall cooperate with Essentia Health in working towards such objectives.
- xi. Institution shall be responsible for planning, directing and evaluating the Students' learning experience in accordance with Program Objectives. Essentia Health shall not be responsible for any grades or academic assessment of a Student, and the parties agree that such responsibility

shall rest solely upon Institution. Upon request, Essentia Health may furnish to Institution an evaluation of a Student's performance in the Program.

xii. Institution shall ensure that Students and Faculty participating in the Program are covered by general and professional liability insurance in such amounts as further set forth in Section 5 below.

xiii. Institution shall ensure that all Students participating in the Program are appropriately trained and qualified for their educational level.

Section 3. Adherence to Essentia Health Policies. Essentia Health agrees to provide Institution, Students, and Faculty with access to copies of Essentia Health's policies and procedures for the facilities included in the Program. Institution agrees to advise all Students and Faculty of their obligation to comply with Essentia Health's policies while within Essentia Health, as well as the need to maintain the privacy and confidentiality of information concerning patients and treatment delivered to patients. Essentia Health will inform Institution of any changes in policies or staffing which may affect Students' participation in Program.

A. *Background Checks.* The Institution shall perform background studies on Faculty and Students which may include criminal background studies and state-specific required background studies. The Essentia Health affiliate where the Student or Faculty will be placed shall notify the Institution of its background study requirements prior to the placement of any Student or Faculty with that affiliated entity. Institution shall provide a copy to Essentia of any background study that showed any results or "hits."

B. *Immunizations.* Institution agrees to ensure all Students and Faculty have received the required immunizations and have an acceptable health status as solely determined by Essentia Health.

C. *Parental Consent.* Institution agrees to ensure that all minor Students obtain parental/guardian consent required for participation in the Program, as well as for any medical examinations, immunizations, and screens conducted pursuant to this Agreement.

Section 4. Understanding of the Parties.

A. *Term of the Agreement.* The initial term of this Agreement shall be for one (1) year commencing on the Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional, successive one-year terms (each, a "Renewal Term"), unless one party notifies the other party of an intent not to renew at least sixty days prior to the expiration of the then-current Term. (The "Initial Term" and all "Renewal Terms" are collectively referred to herein as the "Term.")

B. *Termination of the Agreement.*

i. Termination without Cause. Either party may terminate this Agreement without cause upon not less than sixty (60) days written notice to the other party. The parties may mutually agree to terminate the Agreement in writing at any time.

ii. Termination for Cause. Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that: (1) either party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party; (2) the business of either party is terminated or suspended; (3) a petition for bankruptcy is filed by or against either party;

(4) a receiver is appointed on account of either party's insolvency; or (5) if any assignment is made of either party's business for the benefit of its creditors. In addition, Essentia Health shall have the right to terminate this Agreement without notice in its sole discretion to preserve the quality of patient services and/or to protect the health, safety, or welfare of patients, employees, or other persons. Additionally, this Agreement will terminate automatically upon the occurrence of the conditions described Section 14 of this Agreement.

- iii. Termination of Student from Program. Essentia Health has the right to terminate a Student's participation in Program and use of its facilities, equipment, or supplies where flagrant or repeated violations of Essentia Health's rules, regulations, policies or procedures occur. Such action will not normally be taken until the issues involving the Student have been discussed with the appropriate representative of Institution. However, Essentia Health reserves the right to take immediate action, where necessary or desirable, to preserve the quality of patient services, to protect the health, safety, or welfare of patients, employees, or other persons, and/or to maintain operation of its facilities free from interruption. Institution will not reassign any previously terminated Student to Essentia Health without prior approval of Essentia Health.
- iv. No Guarantee of Placement. Although Essentia Health will make every effort to accommodate and place Institution's Students in the Program as requested by Institution, there may be circumstances that prevent the requested placement. Essentia Health will notify Institution as soon as possible if such circumstances arise.

Section 5. Insurance and Indemnification.

- A. *Insurance.*
 - i. Worker's compensation coverage will not be provided by Essentia Health to Students or Faculty.
 - ii. Each party shall maintain usual and customary insurance applicable to its obligations under this Agreement, including minimum coverage amounts of: \$1,000,000 per occurrence and \$3,000,000 annual aggregate for each of commercial general and professional liability; \$1,000,000 per occurrence for automobile liability; and applicable statutory limits for workers' compensation. These coverage limits are not intended to limit either party's liability. If either party's insurance policies are "claims-made" policies, that party shall purchase "tail" coverage upon the termination of such policy. Such "tail" coverage shall provide for an indefinite reporting period.
- B. *Indemnification.* The Institution shall indemnify, hold harmless and defend Essentia Health, its parents, subsidiaries, affiliates, directors, officers, employees, and agents from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against Essentia Health as a result of or arising out of the acts or omissions of the Institution, its agents, faculty or students while engaged in the activities contemplated under this Agreement.

Section 6. Patient Care. Essentia Health has the right to have and retain the responsibility for supervision of patient care through the established Essentia Health chain of command to ensure that the services provided pursuant to this Agreement will not interfere with the primary mission of patient care and treatment of the patient including the application of all pertinent federal, state, and local facility regulations regarding patient care and treatment. The Students will be allowed to observe and participate in patient care only with the supervision and discretion of Essentia Health staff.

Section 7. Accidental Exposure to Patient Blood or Bodily Fluids. The parties mutually concur with the Center for Disease Control Statement that there is a risk for accidental exposure to blood or bodily fluids for Students in health profession education programs and, therefore, mechanisms for risk assessment and initiation of prompt treatment situations of high-risk exposures are necessary. If an accidental exposure to blood or bodily fluids occurs to a Student or Faculty member while involved in a Program at Essentia Health, the Student or Faculty member will be treated as a Essentia Health employee under Essentia Health's exposure incident policy as provided in and limited by the next paragraph of this subsection.

Essentia Health is responsible for (a) assessing potential risk; (b) if necessary, securing informed consent and a blood sample from the source patient for testing; and (c) cost and performance of blood testing. The Student or Faculty member is responsible for obtaining and paying for follow-up care, including emergency treatment of high-risk exposures, and is liable for the expense. A report of any occurrence of an accidental exposure involving Students or Faculty shall be forwarded to Institution; such report shall not include information regarding blood test results, follow-up care, or the Student or Faculty member's medical status, absent written consent of the Student or Faculty member.

Section 8. Compliance with Essentia Health Code of Integrity. In connection with the services to be rendered under the Agreement, the parties shall comply with the Essentia Health *Values* as set forth in the *Essentia Health Code of Integrity*, which is currently available at <https://www.essentiahealth.org/vendors/>.

Section 9. Legal Compliance. Each party shall comply with all applicable laws, rules, and regulations in connection with their respective obligations hereunder.

Section 10. Nondiscrimination. Neither Party shall discriminate in the provision of services to patients based on race, color, national origin, ancestry, religion, gender, marital status, disability, sexual orientation, age, or any other legally prohibited basis, except as may be medically indicated.

Section 11. Confidentiality. The parties shall maintain the confidentiality of patient medical records and treatment in accordance with state and federal laws. Institution acknowledges that information regarding Essentia Health's business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement schedules, contracts, business plans and such other business records is proprietary and confidential, and agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law. This provision shall survive termination of this Agreement.

Section 12. Health Insurance Portability and Accountability Act of 1996. Both parties agree that Students and Faculty shall be governed as members of Essentia Health's workforce for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. Students and Faculty shall access, use, and disclose protected health information of Essentia Health only as permitted under Essentia Health's HIPAA policies and shall be subject to sanctions, including exclusion from Essentia Health's facilities, upon violation.

Section 13. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance with the provisions of this section:

If to Essentia Health:

If to Institution:

Essentia Institute of Rural Health
Attn: Director, Medical and Health
Sciences Education
502 E. 2nd Street
Mail Stop 6AV-2
Duluth, MN 55805

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

***With a copy by regular United
States mail, postage prepaid, to:***

***With a copy by regular United
States mail, postage prepaid, to:***

Essentia Health
General Counsel
502 E. 2nd Street
Duluth, MN 55805

Section 14. No Exclusion / Debarment. Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a “Representative”) is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any Representative from any federally-funded health care program, including the Medicare and Medicaid programs. In the event that a party or any Representative is excluded from participation in any federally-funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party or a Representative is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach; provided, however, that if the breaching party immediately removes a Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under the Agreement, the Agreement shall not automatically terminate. Each party shall indemnify (the “Indemnifying Party”) and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys’ fees, arising directly or indirectly, out of any violation of this Section by the Indemnifying Party. The provisions of this Section shall survive the expiration or termination of the Agreement for any reason.

Section 15. Jeopardy. If Essentia Health reasonably determines that the continued performance of this Agreement jeopardizes its or an affiliated entity’s (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax-exempt or bond-financing status, Essentia Health shall notify Institution so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, Essentia Health may terminate the Agreement immediately and without penalty.

Section 16. Independent Relationship. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers’ compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Institution agrees to comply with and assist Essentia Health in observing federal and state accreditation standards.

Section 17. Access to Records. If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Institution shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Institution under this Agreement. If Institution carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

Section 18. Governing Law. This Agreement shall be subject to, construed under, and governed by the laws of the State of Minnesota without regard to the choice of law principles thereof.

Section 19. No Assignment. Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon written agreement signed by both parties.

Section 20. Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or state legislature, or by any regulation duly promulgated by officers of the United States or State of Minnesota acting in accordance with law, or is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Section 21. Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.

Section 22. Entire Agreement. This Agreement and any Exhibits referenced herein constitute the entire written agreement of the parties regarding the subject matter of this Agreement and supersedes any prior agreements of the parties and any prior agreements between Institution and Essentia Health, whether written or oral, regarding the subject matter of this Agreement.

Section 23. Authority. By executing this Agreement, the undersigned individuals represent that they are duly authorized to make and enter into this Agreement and that this Agreement constitutes the valid and binding obligations of the parties and is enforceable in accordance with its terms.

Section 24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ESSENTIA HEALTH

By: _____

Name: _____

Title: _____

Date: _____

INSTITUTION

By:  _____

Name: Giuseppe Zucchi

Title: Exec. Dir. Finance, Business Serv.

Date: 5-20-25

**Revenue Contracts Signed
May 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	TBD	Child Nutrition	Vended lunch meal agreement for FY26. The cost per entrée will be \$2.48 each

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, as well as any pans that may have been used.

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 \$2.48 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 7/1/25 to 6/30/26.

The dates of service will mirror the Duluth Public School Calendar. (Including any days school is cancelled due to weather.

Attached is a list of all days there will be no service according to the school calendar.

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:

Simone Zurich
Signature of Sponsor Representative

Simone Zurich
Name

Exec. Dir. Finance, Business Services
Title

6.4.2025
Date

Vended Meal Representative:

Signature of representative

Name

Title

Date

Sponsors are responsible for assuring compliance with all applicable CACFP regulations.

Dates that there will be no meals per the Duluth Public Schools Calendar

7/4/25

8/28/25 through 9/1/25

10/16/25, 10/17/25

11/3/25, 11/27/25, 11/28/25

12/8/25, 12/24/25 through 1/2/26

1/16/26, 1/19/26

2/16/26 through 2/20/26

3/2/26, 3/31/26, 3/31/26

4/1/26, 4/2/26, 4/3/26

5/4/26, 5/25/26

6/5/26 Through 6/12/26, 6/19/26

Handwritten signature: Robert J. ...
Handwritten text: ...

Grant Applications
May 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:

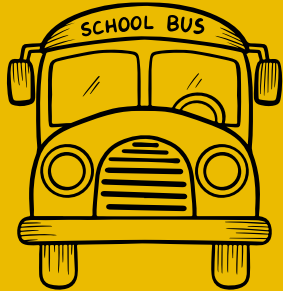
Organization	Author/Contact	Project Title	Amount Requested	Terms
St. Louis County Family Service Collaborative	Sarah Laulunen	District Wide-Check & Connect	\$150,000.00	To fund three Check & Connect Mentors



Drive More Than a Bus, Drive a Future! Your Journey Starts Here

Starting July 1st 2025

Imagine this: the sun is rising, casting a golden glow over your community. You slide into the driver's seat, the gentle hum of the engine a promise of the day ahead. You're not just driving a bus; you're driving a lifeline, a connection, a promise of safe passage for the next generation.

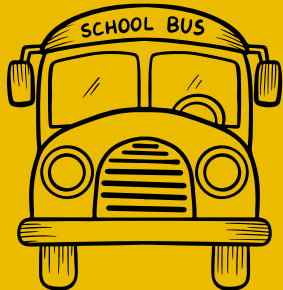


Here's how your adventure unfolds:

- **Week 1 Foundations of the Road**
 - Dive into our engaging computerized training, mastering the essential knowledge for bus, van and bus helper operations.
 - Become eligible to take your permit test, the first step towards your driving dreams.
- **Week 2 Observing the Masters**
 - Experience the road firsthand, observing seasoned bus drivers in action.
 - Gain valuable insights and practical knowledge from the best.
- **Week 3 Behind the Wheel - Your Turn to Shine**
 - Take control! Begin your behind-the-wheel training, guided by expert instructors.
 - Develop the skills and confidence to navigate our roads with precision.
- **Weeks 4+ Mastering the Craft**
 - Continue honing your skills with personalized training tailored to your progress.
 - By week 4, most are ready to apply for their official Minnesota bus driver's license!
 - Additional training will be provided as needed until you are comfortable and ready.

The Perks of Driving with Us:

- **Part-Time, School-Year Schedule:** Enjoy a consistent schedule, working approximately 38 weeks per year, perfectly aligned with the school calendar.
- **Guaranteed Hours:** Secure a minimum of 5 hours per day, providing reliable income.
- **Opportunity for More:** Mid-day routes and additional hours are almost always available allowing you to increase your earnings.
- **Flexibility:** Maintain work-life balance with a schedule that offers some flexibility.
- **Competitive Pay:** Start at \$23.77 per hour with an increase to \$24.43 after 6 months and annual increases thereafter.
- **Get Paid to Learn:** We invest in your future, providing comprehensive, paid training.
- **Make a Real Impact:** Be a vital part of your community, ensuring students reach their destinations safely.
- **Supportive Team:** Join a welcoming and collaborative team that values your contributions.
- **Job Security:** School districts always need good drivers and helpers.

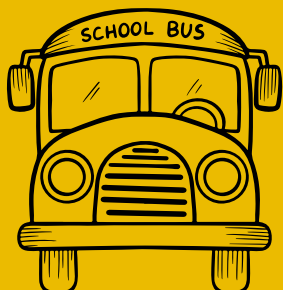


Beyond the Driver's Seat:

If driving isn't your destination, we're also hiring dedicated bus helpers, vital members of our team who ensure every child's journey is safe and comfortable.

This is more than a job; it's an opportunity to:

- Build meaningful connections
- Gain valuable skills
- Contribute to the well-being of your community
- Have a great part-time job that fits in with your life



**Ready to start your journey?
Apply today and drive your future forward!**

 www.isd709.org/careers/apply-now

This is proudly supported by Duluth Public Schools

