

## **Regular School Board Meeting**

Duluth Public Schools, ISD 709

### Agenda

Tuesday, August 19, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

- |                                                                                                   |     |
|---------------------------------------------------------------------------------------------------|-----|
| <b>1. Call to Order</b>                                                                           |     |
| <b>2. Roll Call</b>                                                                               |     |
| <b>3. Pledge of Allegiance</b>                                                                    |     |
| <b>4. Approval of the Agenda</b>                                                                  |     |
| <b>5. School and Community Recognition</b>                                                        |     |
| <b>6. Report of the Superintendent</b>                                                            |     |
| A. Reports from Student School Board Representatives                                              |     |
| B. Superintendent's Report                                                                        |     |
| 1) Superintendent Report                                                                          | 2   |
| C. Schedule of Meetings and Events                                                                | 17  |
| <b>7. Report of Standing Committees</b>                                                           |     |
| A. Committee of the Whole                                                                         |     |
| 1) Monthly Committee of the Whole ( <i>August 7, 2025</i> )                                       | 18  |
| B. Human Resources/Business Services Committee ( <i>August 11, 2025</i> )                         |     |
| C. Policy Committee ( <i>August 14, 2025</i> )                                                    | 21  |
| <b>8. General Board Committee Updates</b>                                                         |     |
| <b>9. Consent Agenda</b>                                                                          | 77  |
| <b>10. Resolutions from Committee Reports</b>                                                     |     |
| A. B-8-25-4114 - Acceptance of Donations to Duluth Public Schools                                 | 475 |
| B. HR-8-25-4115 - Resolution Authorizing Employment of a School Board Member by the District FY26 | 477 |
| C. HR-8-25-4117 Executive Employees Association Bargaining Agreement                              | 479 |
| <b>11. Special Resolutions and Action Items</b>                                                   |     |
| A. B-8-25-4116 Resolution Canvassing Returns of Votes of School District Primary Election         | 496 |
| B. HR-8-25-4118 Paraprofessional Collective Bargaining Agreement                                  | 503 |
| C. HR-8-25-4119 Duluth Principal's Association Collective Bargaining Agreement                    | 536 |
| <b>12. Questions / Other</b>                                                                      |     |
| <b>13. Adjournment</b>                                                                            |     |



[www.ISD709.org](http://www.ISD709.org)

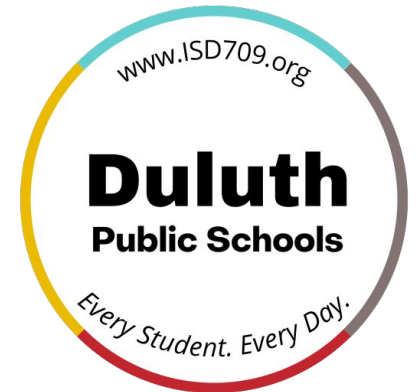
# **Duluth**

## **Public Schools**

*Every Student. Every Day.*

# Superintendent's Report

*August 19, 2025*



## OUR MISSION

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

4

## OUR VISION

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

## OUR CORE VALUES

### Learning



Developing a love of learning through life-long inquiry.

### Excellence



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

### Equity



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

### Collaboration



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

### Belonging



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

# Topics

- Student Representative Reports - (On Hold for August?)
  - My'Aiana Taylor - ALC
  - Latasaija Garner - Denfeld
  - Kate Dean - East
- Unity in Our Community Update
- Solar Project Update
- Cabinet Work Sessions Update
- Duluth Leadership Team Update
- Board Work Session Update
- Superintendent Evaluation Update
- Other

# **Unity in Our Community Update**

# Solar Project Update

7



# Cabinet Work Sessions Update

# Cabinet Work Session - 07 30 25

9

8:30-8:45	Welcome, Purpose and Agenda Review (John)
8:45-12:00	VisionCard Next Steps
12:00-12:30	Lunch and Teambuilding
12:30-1:30	Action Card Next Steps - Updated Action Cards due at July 30th <ul style="list-style-type: none"><li>• MnMTSS Action Card</li><li>• Recruitment/Retention</li><li>• Supporting Every Student - Attendance</li><li>• Equity Action Card</li><li>• Business Services</li></ul>
1:30-2:00	Update Progress Monitoring for DRAFT 2025-26 Progress Monitoring Calendar
2:00-2:45	Crucial Conversations - Chapters 3 and 4
2:45-3:15	Crucial Conversations in Action - Draft Cabinet Communications
3:15-4:00	Review of Professional Learning and August Dates (Team)

# Duluth Leadership Team Update

# Duluth Leadership Team - 08 12 25

11

- |                    |                                                                                     |
|--------------------|-------------------------------------------------------------------------------------|
| <b>8:30-8:45</b>   | <b>Welcome and Agenda Review - John</b>                                             |
| <b>8:45-9:15</b>   | <b>Introductions - New People and Who Are We - All</b>                              |
| <b>9:15-9:45</b>   | <b>Teambuilding - Brenda, Jen, Dale, and Todd</b>                                   |
| <b>9:45-10:00</b>  | <b>TLE Structures Update - Anthony</b>                                              |
| <b>10:00-10:45</b> | <b>Knowing and Valuing Teams - Languages of Appreciation - Brenda, Jen and Dale</b> |
| <b>10:45-11:30</b> | <b>Vision Card, Progress Monitoring, and Calendar of Meetings - Cabinet</b>         |
| <b>11:30-11:45</b> | <b>Professional Learning Theme - Annie</b>                                          |
| <b>11:45-12:00</b> | <b>Closure - John</b>                                                               |
| <b>12:00-1:00</b>  | <b>Lunch</b>                                                                        |
| <b>1:00-3:00</b>   | <b>Vector Training for Teacher Evaluation (Supervisors of Teachers)</b>             |

# Board Work Sessions Update

# Board Work Session Update

13

- Last on July 8th and worked with TeamWorks on board governance and other topics
- Next meeting is scheduled for September 9th from 5 to 8 PM
- Plan to continue our work from the July work session

# Superintendent Evaluation Update

# Superintendent Evaluation Update

15

- The school board and I met in closed session on April 8th, 2025 for my Mid-Year Evaluation following the MSBA Superintendent Evaluation process
- The school board will meet again in closed session on August 25th, 2025 for the 2024-25 End-of-Year evaluation
- My goals for the 2024-2025 school year were:
  - a. Standard 1 - Governance Team - Element 1.d. Information for Decision-Making
  - b. Standard 2. School District Finances - Element 2.e. Asset Protection
  - c. Standard 6. Teaching and Learning - Element 6.b. School Improvement

# Questions



## Schedule of Meetings and Events

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

[Listening Session Guidelines](#)

*The Schedule of Meetings and Events is Subject to Change*

### **Week of August 18 - August 22, 2025**

Monday	August 18, 2025	4:00 p.m.	Unity In Our Community Bayfront Festival Park 350 Harbor Dr.
Tuesday	August 19, 2025	5:30 p.m. - 6:15 p.m.	School Board Listening Session*
Tuesday	August 19, 2025	6:30 p.m.	Regular School Board Meeting*

### **Week of August 25 - August 29, 2025**

None

### **Week of September 1 -September 5, 2025**

Thursday	September 4, 2025	4:30 p.m.	Monthly Committee of the Whole
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### **Week of September 8 -September 12, 2025**

Monday	September 8, 2025	4:30 p.m.	HR/Business Services Committee
Thursday	September 11, 2025	4:30 p.m.	Policy Committee
Thursday	September 11, 2025	5:30 p.m.	Head Start Parent Policy Council Lowell Elementary 2000 Rice Lake Rd.

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

**Office of the Superintendent  
August 15, 2025**

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Thursday, August 7, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. AGENDA ITEMS**

**A. Strategic Plan Alignment**

1) Advancing Equity - N/A

2) Supporting Every Student - N/A

3) Improving Systems

a. 25-26 Progress Monitoring Calendar Overview

2

b. Board Discussion on Committee of the Whole Format

3

**B. Budget Update**

**C. Other**

**4. ADJOURN**

**COW Agenda Cover Sheet**

**Meeting Date: August 7, 2025**

**Topic: 25-26 Progress Monitoring Calendar Overview**

**Presenter(s): John Magas and Anthony Bonds**

**Attachment: N/A**

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

Review/Discussion on the Progress Monitoring Calendar for upcoming 2025-26 School Year

**This Requires School Board Approval : No**

**COW Agenda Cover Sheet**

**Meeting Date: August 7, 2025**

**Topic: Board Discussion on Committee of the Whole Format**

**Presenter(s): John Magas and Anthony Bonds**

**Attachment: N/A**

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

Discussion on the format of the Committee of the Whole

**This Requires School Board Approval : No**

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Thursday, August 14, 2025  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
2:30 PM

<b>1. AGENDA ITEMS</b>	
<b>2. POLICIES FOR FIRST READING - None</b>	
<b>3. POLICIES FOR SECOND READING</b>	
A. 512 School Sponsored Student Publications and Activities (replacing 5080 Student Expression of Opinion)	2
<b>4. POLICIES TO BE CONSIDERED FOR DELETION</b>	
A. 1000 Series	12
<b>5. REGULATIONS - Informational - None</b>	
<b>6. OTHER</b>	
A. MSBA Policies that were adopted/updated/reviewed between 07.01.24 - 06.30.25	55

## **512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES**

### **I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

### **II. GENERAL STATEMENT OF POLICY**

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
  - 2. School-sponsored media may be distributed at reasonable times and locations.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- C. "Minor" means any person under the age of eighteen (18).
- D. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
  2. distributed or generally made available to students in the school; and
  3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

#### **IV. GUIDELINES**

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;

4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
  6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

## 2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

## 3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

**V. POSTING**

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**Legal References:** U. S. Const., amend. I  
*Morse v. Frederick*, 551 U.S. 393 (2007)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
 Policy 506 (Student Discipline)  
 Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

First Reading: 06.10.2025  
 Second Reading:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy  
512Orig. 1995  
Rev. 2024

Revised: \_\_\_\_\_

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  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
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These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
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*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
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**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
 Policy 506 (Student Discipline)  
 Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

## ~~5080 STUDENT EXPRESSION OF OPINION~~

~~Students, as any other citizens, have the right to express their opinion. Historically, the school has been a place for the exchange of ideas and the dissemination of information; consequently, the schools should provide all possible opportunities for students to discuss issues and to express their opinions on school policies, programs of studies, and areas of public concern. Such discussions should be carried on in an atmosphere of mutual respect with all points of view having equal opportunity to be presented.~~

~~Although students have the right to express opinions, to make suggestions to school administrators and faculty, and to be heard in the setting up of rules of conduct, until changes are made, they must follow the established rules and policies of the school. Any outside person who interferes with the normal functioning of the school or who engages in any unauthorized activity on school property shall be asked to leave, and if he refuses to do so, the school administrator or teacher in charge shall request his removal by law enforcement officers.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 0-6-20-1995 ISD-709~~

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

## **1005 COMMUNICATION WITH THE PUBLIC**

The School Board will maintain a continuing information program for compiling and distributing news of events, noteworthy facts, statistics, plans and forecasts in the interest of an on-going development of adequate public support. The School Board will utilize various means for enabling the community to make its desires known, and to inform the community of its plans and actions. Relative to various specific topics and/or issues, the School Board will appoint citizens' advisory committees.

Adopted: 06-09-1970 ISD 709

**Revised: 06-20-1995 ISD 709**

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~~Adopted: 06-09-1970 ISD-709~~

~~**Revised: 06-20-1995 ISD-709**~~

**1010 COMMUNICATION RELEASES**

All news items relating to School District reports, needs, and planning will be released and coordinated through the Superintendent's office.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## 1015 SCHOOL COMMUNICATIONS

The local school principal and school staff are responsible for establishing lines of communication with their parents/guardians of enrolled students and other community members relative to:

1. Curriculum
2. Instructional activities
3. Educational innovations
4. Special events
5. Building/remodeling programs
6. Extra-curricular activities
7. Accomplishments of students
8. Accomplishments of staff
9. Student grades (progress)
10. Student attendance

The use of electronic means to accomplish 1-10 is expected.

The various student publications supervised by the principal and paid for by the individual schools are not regarded as an official or appropriate medium for the interpretation of School Board and administrative policies.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

06-21-2005 ISD 709

## ~~1015 — SCHOOL COMMUNICATIONS~~

~~The local school principal and school staff are responsible for establishing lines of communication with their parents/guardians of enrolled students and other community members relative to:~~

- ~~1. Curriculum~~
- ~~2. Instructional activities~~
- ~~3. Educational innovations~~
- ~~4. Special events~~
- ~~5. Building/remodeling programs~~
- ~~6. Extra-curricular activities~~
- ~~7. Accomplishments of students~~
- ~~8. Accomplishments of staff~~
- ~~9. Student grades (progress)~~
- ~~10. Student attendance~~

~~The use of electronic means to accomplish 1-10 is expected.~~

~~The various student publications supervised by the principal and paid for by the individual schools are not regarded as an official or appropriate medium for the interpretation of School Board and administrative policies.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~06-21-2005 ISD-709~~

**1040 STUDENT APPEARANCES, INTERVIEWS AND PERFORMANCES**

In the interest of cooperating with the media relative to the involvement of students, principals shall determine the appropriateness of student involvements, keeping in mind the basic objective of the school is the education of boys and girls. Principals may consult with the Superintendent or Director of Curriculum, Instruction & Assessment when making decisions on specific media requests.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 — ISD 709~~

~~Revised: — 06-20-1995 — ISD 709~~

## 1045 SCHOOL DISTRICT MEETINGS

All meetings of school administrators, teaching staff, or students may be considered as possible subject matter for reports by the mass media or for attendance by interested citizens. The following provisions are made:

1. Citizen participation or media coverage must not be disruptive of the meetings.
2. Available space must be assigned first to those individuals directly involved in the business of the meeting; in the event of unusual public interest, those in charge of the meeting should make reasonable efforts to hold it in a room of adequate size to accommodate the press and public.
3. Any committee meeting involving individual disciplinary action may be closed to the press and the public.
4. Information which might adversely affect the School Board's financial position (for example, the announcement of a site selection on which negotiations are in progress) may be withheld from the public for a reasonable period of time.
5. The presence of press or public at any school meeting does not imply their right to participation in the meeting, but only the right to observe and to offer comments or questions only upon invitation.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1055 RESPONSIBILITIES OF SCHOOL PERSONNEL**

The Superintendent is responsible for interpreting School Board policies to the staff and to the public. He/she will utilize the School District's administrative staff to develop an active and comprehensive informational program. Teachers and other staff members are expected to exercise restraint when discussing school matters with non-school acquaintances; casual opinions may be accepted as factual information. Questions on areas of unusual importance or sensitivity in school-community relations may be shared directly with the Superintendent or through other members of the administrative staff.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1060 PARTICIPATION BY THE PUBLIC**

The School Board shall encourage the involvement of citizens, both as individuals and as groups, to act as advisors and resource people in the following manners:

1. In the development of broad policy statements.
2. In the development of administrative regulations and procedures to implement policies.
3. In the development of objectives for courses of study.
4. In the evaluation of educational programs.
5. In situations where the specific talents of the lay person complement the instructional services of the teachers.
6. In solving specific problems.
7. In serving as advisory persons to curriculum development projects.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## **1065 PARENT-TEACHER-STUDENT ASSOCIATIONS**

The purposes of the PTSA as endorsed by the School Board are as follows:

1. To promote the welfare of children and youth in home, school, church and community.
2. To raise the standards of home life.
3. To secure adequate laws for the care and protection of children and youth.
4. To bring into close relation the home and school such that parents and teachers may cooperate intelligently in the training of the child.
5. To develop between educators and the general public such united efforts as will secure for every child the highest advantages in physical, mental, social, and spiritual education.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

## 1070 CITIZENS' ADVISORY COMMITTEES

Advisory committees should be appointed only when there is a definite function to be performed, and this function will be communicated to the committee in writing when it is appointed. The School Board shall have the sole power to dissolve any of its advisory committees and shall reserve the right to exercise this power at any time during the life of any committee. Specific topics for study or well-defined areas of activity shall be assigned in writing to each committee immediately following its appointment.

Each committee shall be instructed as to:

1. The length of time each member is being asked to serve.
2. The service the School Board wishes it to render.
3. The resources the School Board intends to provide to help it complete its job.
4. The approximate dates of which the School Board wishes it to submit reports.
5. The time and place of the first meeting.
6. The School Board policies governing citizens' committees.
7. Its relationships with the School Board as a whole, with individual School Board members, with the Superintendent, and with other members of the professional staff.
8. The approximate date on which the School Board wishes to dissolve the committee.
9. Who will serve as a liaison between the committee and the School Board.

All appointments of citizens to advisory committees for the School Board shall be made by the School Board.

All appointments of staff members to citizens' advisory committees for the School Board shall be made by the Superintendent with the approval of the School Board. Staff members shall constitute a minority of any citizens' advisory committee.

School Board members shall not be official members of advisory committees but may visit sessions of committees as ex officio.

The Superintendent may appoint a staff member to assist each advisory committee; such committee assistants shall be responsible to the Superintendent.

Expenditures of School District funds and the use of School District supplies, equipment, and personnel shall be carried out only upon prior approval of the Superintendent.

When a citizens' advisory committee is ready to submit its final report, the School Board shall arrange a joint meeting for the purpose of receiving the report.

The School Board shall see that the public is made aware of the services rendered by citizens' advisory committees and that the public is informed of all conclusions and recommendations made by such committees.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1075 SCHOOL-CONNECTED ORGANIZATIONS**

In schools where the staff deems it advisable to organize support groups of parents to promote special activities, such groups may be organized under the general guidance of the principal. Such organizations shall have their purposes and objectives clearly stated in writing and all funds raised and expended must be accurately accounted for.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1085 PUBLIC ACTIVITIES INVOLVING STAFF, STUDENTS, OR SCHOOL FACILITIES**

It is the School Board's position that all employees should seek opportunities in the community to represent the School District accurately to members of the community. When School District personnel are asked to recommend someone to perform a professional service, they should take the position that it is inappropriate for them to do so. Instead, the employee should direct the person making the request to the proper professional association.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

02-15-2000 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~02-15-2000 ISD-709~~

**1095 GIFTS TO SCHOOL PERSONNEL**

School employees may not receive any commission, expense-paid trips, or gifts from individuals or companies who sell equipment, materials, or services required in the operation of the schools or other facilities of the School District.

Students and parents are discouraged in the presenting of gifts to School District employees; instead, the School Board recommends that expressions of appreciation to employees be made via letters to the employees expressing gratitude.

The School Board considers as appropriate the presentation of token gifts to retiring employees who have rendered outstanding service and who have earned the high regard of other staff members and the community.

Adopted: 06-09-1970 ISD 709

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~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

## **1100 PUBLIC PERFORMANCES BY STUDENTS**

The School Board recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Teachers are encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class or activity and when it does not interfere unduly with other scheduled classes or activities within the school. All requests for students to leave the building must be cleared by the principal who shall make certain that the safety and welfare of each student is protected.

School groups may, with the permission of the principal, participate in local public events which fall into the following classifications:

- Events sponsored by the schools. Educational events in which the schools serve as hosts shall have priority in scheduling appearances.
- Community functions organized in the interests of the school such as those that might be originated by the Parent-Teacher Association.
- Non-commercial civic occasions of community, county, state or national interest of sufficient breadth to enlist general sympathy and cooperation.
- Events that are primarily patriotic in nature.
- Charity benefit activities provided such activity has been specifically approved in advance by the Superintendent.
- Programs sponsored by established character-building agencies, or programs sponsored jointly by the school
- District and mass communication media where the time or space given to the programs are of a public service nature.

School groups may not participate in events that fall into any of the following classifications:

- Events that are for the purpose of private gain or for the advertising of any commercial project or product. A school name, the names of school-sponsored groups or school equipment shall not be exploited in events of a commercial nature.
- Events that are for the furtherance of any politically partisan interest.
- Events that are primarily for the furtherance of any sectarian concern.
- Events that cause an undue amount of interference with the regular school program or that cause an excessive amount of absence due to rehearsal or preparation.
- Events from which any individual is excluded because of race, color, creed, or gender.

Students may perform where admission fees are charged only if the proceeds are used for charitable, educational, civic, or service purposes. Gifts for performances may be accepted by the school, but not by individual students. Costs directly related to performances, the supervision of the students and liability protection for the participants will be responsibilities of the School District.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

## 1105 CONTESTS FOR STUDENTS

The primary educational aims of the schools and the needs and interests of their pupils must be the first consideration at all times. Any contest in which student participation is authorized should be:

1. One that supplements or complements and does not unduly interfere with the regular school program.
2. One that is beneficial to youth in educational, civic, social, or ethical development.
3. One that makes it possible for individual students to work out contributions by their own efforts and does not invite dishonest collaboration.
4. One whose subject is not commercial, controversial, sectarian, or concerned with propaganda. It must emphasize high moral standards, good citizenship, and intellectual competence.
5. One from which no contestant should be excluded because of race, color, creed, gender, or payment of entry fee.
6. One which does not place an undue burden on students, teachers, or the school, nor require frequent or lengthy absence of participants from the school.
7. One sponsored by an organization engaged in a creditable or acceptable enterprise regardless of kind or amount or prizes offered and must not use the contest or activity as a "front" for advertising a company name or product.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1110 GIFTS TO STUDENTS**

Trophies, prizes, or awards to students from persons or organizations not connected with the schools must be approved by the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 — ISD-709~~

~~Revised: — 06-20-1995 — ISD-709~~

**1115 SOLICITING FUNDS FROM STUDENTS**

Except for the United Way, fund-raising drives are not to be conducted among the school children by non-school agencies or for non-school activities.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1120 SALE OF TICKETS**

Sale of tickets to activities sponsored by the schools shall be authorized and supervised by the principal and the teacher-sponsor of the activity.

Tickets to events sponsored by non-school agencies shall not be sold in any school.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1125 SOLICITING OF STAFF AND STUDENTS**

The services of school personnel or students may not be solicited during school hours or on school property in connection with any advertising or promotional venture of a commercial nature.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

## ~~1125 SOLICITING OF STAFF AND STUDENTS~~

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

## 1135 LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES

The School District through its facilities utilization policy recognizes that it does provide space for "limited public forums" as defined in the Federal Equal Access Act. Therefore, secondary school administrators shall make space available for student forums for the purpose of affording a fair opportunity to students who wish to conduct meetings in the schools provided:

1. The request for space is student initiated.
2. That such forums are not under the direction, control, or conducted or regularly attended by non-school personnel.
3. Such meetings do not materially or substantially interfere with the orderly conduct of regular school activities.
4. That student attendance at such meetings is voluntary and student initiated.
5. or agents of the School District may be present if assigned to monitoring duties or if invited by the group holding the meeting.

In determining whether or not such meetings materially or substantially interfere with the orderly conduct of school activities, administrators shall inquire as to the makeup of the group, the expected attendance, and the content of the meeting(s) and shall not approve the use of the facility if it appears that the meeting may result in or lead to property damage, the commission or encouragement of illegal acts or may otherwise pose a threat to the school system or the public good.

Further, it is not the intent of the School Board by this policy to:

1. Influence the content of any prayer or other religious activity.
2. Require any person to participate in prayer or other religious activity.
3. Provide public financial support of such activities other than costs associated with providing space for the student meetings and allocations of staffing for monitoring the activity.
4. Compel school employees to attend any meeting if the content of the speech at the meeting is contrary to the belief(s) of the employee.
5. Sanction meetings which are otherwise unlawful.
6. Promote pupil attendance at such meetings by allowing any announcements on the public address system or poster announcements that exceed a simple announcement of the day, time, and location of the meeting.

Facility use permits may be issued to any size group for non-school day hours (generally 6:00 a.m. to 8:15 a.m. or 3:30 p.m. to 6:00 p.m.) with the only other limitation being the adequacy of available facilities to meet the needs of large groups. Students shall apply for a "Use Permit" in the office of the school principal. All other "Use Permit" requests are to be processed by the Community Education Office.

Issuance of a "Use Permit" is not to be interpreted as School District endorsement, sponsorship, or approval of matters advocated or discussed at the meetings.

Nothing in this policy shall prevent school personnel from initiating activities (of a traditional or historical extra-curricular nature) which require use of school space as long as there is no requirement for student participation.

Adopted: 06-09-1970 ISD 709  
 Revised: 09-26-1972  
 07-18-1978  
 08-10-1982  
 12-11-1984



## ~~1135— LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES~~

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 09-26-1972~~

~~07-18-1978~~

~~08-10-1982~~

~~12-11-1984~~

~~06-20-1995 ISD 709~~

**1145 RELATIONS BETWEEN THE SCHOOL DISTRICT AND OTHER  
GOVERNMENTAL AGENCIES**

The Superintendent shall deploy staff time for maximum effectiveness in dealing with the other branches of government and to assign specific responsibilities to staff members whenever necessary. The Superintendent will report to the School Board any instances in which emerging contingencies require consideration of additional staff time to meet the needs of liaison with the various local, state, and federal agencies.

The Duluth Public Schools shall cooperate with the health department, welfare agencies, county schools, state government, federal government, and the various area, state, regional, and national associations and schools.

Adopted: 06-09-1970 ISD 709

## ~~1145 — RELATIONS BETWEEN THE SCHOOL DISTRICT AND OTHER GOVERNMENTAL AGENCIES~~

~~The Superintendent shall deploy staff time for maximum effectiveness in dealing with the other branches of government and to assign specific responsibilities to staff members whenever necessary. The Superintendent will report to the School Board any instances in which emerging contingencies require consideration of additional staff time to meet the needs of liaison with the various local, state, and federal agencies.~~

~~The Duluth Public Schools shall cooperate with the health department, welfare agencies, county schools, state government, federal government, and the various area, state, regional, and national associations and schools.~~

~~Adopted: 06-09-1970 ISD 709~~

**1160 FIRE DEPARTMENT RELATIONSHIP**

It shall be the responsibility of each building principal to cooperate with the local fire department. At least once a year all schools will be checked by the Fire Marshal's office and a report sent to the principals who will, in turn, advise the Superintendent of needed improvements identified by the Fire Marshal.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

**~~1160 — FIRE DEPARTMENT RELATIONSHIP~~**

~~It shall be the responsibility of each building principal to cooperate with the local fire department. At least once a year all schools will be checked by the Fire Marshal's office and a report sent to the principals who will, in turn, advise the Superintendent of needed improvements identified by the Fire Marshal.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

*MSBA Policies that were adopted/updated/reviewed between July 1, 2024 - June 30, 2025*

### 100 Series

- 102 Equal Educational Opportunity
- 110 Website Accessibility

### 200 Series

- 250 School Board member Compensation Bylaw

### 400 Series

- 401 Equal Employment Opportunity
- 403 Discipline, Suspension, and Dismissal of School District Employees
- 407 Employee Right-To-Know Program
- 412 Expense Reimbursement
- 413 Harassment and Violence
- 416 Drug, Alcohol, and Cannabis Testing
- 418 Drug Free Workplace Drug Free School
- 419 Tobacco Free Environment
- 420 Communicable Diseases and Infectious Conditions

### 500 Series

- 503 Student Attendance
- 504 Student Dress and Appearance
- 507.5 School Resource Officers
- 513 Student Promotion, Retention, and Program Design
- 515 Protection and Privacy of Pupil Records
- 516 Student Medication
- 519 Interviews of Students by Outside Agencies
- 521 Student Disability Nondiscrimination
- 525 Violence Prevention
- 531 The Pledge of Allegiance
- 532 Use Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds
- 535 Service Animals in School

### 600 Series

- 601 School District Curriculum and Instruction Goals
- 603 Curriculum Development
- 604 Instructional Curriculum
- 606 Textbooks and Instructional Materials
- 606.5 Library Materials
- 608 Instructional Services - Special Education
- 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students
- 616 School District System Accountability
- 621 Literacy and the Read Act

### 700 Series

- 707 Transportation of Public Schools Students
- 708 Transportation of Non-Public Schools Students
- 722 Public Data Requests
- 725 Requests for Proposals
- 726 The Bidding Process

### 800 Series

- 802 Disposition of Obsolete Equipment & Material
- 806 Crisis Management
- 807 Health and Safety Policy

**Consent Agenda - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 19, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

**1. Consent Agenda**

**A. Approval of Minutes from Past School Board Meetings**

1) Regular School Board Meeting - July 22, 2025 2

**B. Approval of Action Items**

1) Human Resources

a. HR Staffing Report 5

2) Finance

a. Financial Report 6

b. Fundraisers 7

c. Bids, RFPs and Quotes

(1) BID #1340 - Duluth Public School DNT Education Center 8

Buildout

d. Contracts, Change Orders, Leases

(1) CONTRACT - PSEO Duluth Public Schools 2025-26 276

3) Items Brought Forward From the Monthly Committee of the Whole Meeting -

None

4) Other

a. Diploma Requests 283

b. Field Trip Requests - None

c. Data Sharing Agreements - None

**C. Approval of Policy Readings**

1) First Readings - None

2) Second Readings

a. 512 School Sponsored Student Publications and Activities 289  
(replacing 5080 Student Expression of Opinion)

3) Policies to be Deleted

a. 1000 Series 299

**D. Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) Monthly Committee of the Whole - August 7, 2025 340

2) Policy Committee - August 14, 2025 343

3) Human Resources/Business Services Committee - (August 11, 2025)

Regular School Board Meeting  
 Tuesday, July 22, 2025 6:30 PM Central

District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811

Henry Banks: Present  
 Kelly Durick Eder: Present  
 Rosie Loeffler-Kemp: Present  
 Jill Lofald: Present  
 Sarah Mikesell: Present  
 Amber Sadowski: Present  
 Stephanie Williams: Present  
 Present: 7.

1. Call to Order  
 at 6:35 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Jill Lofald, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
 Yea: 7, Nay: 0

5. School and Community Recognition - None

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives  
 None

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report. Topics included:

Cabinet Work Sessions Update

Board Work Session Update

Other

Discussion was had.

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole (*No July Meeting*)

7.B. Human Resources/Business Services Committee (*July 14, 2025*)

Member Sadowski presented the HR/Business Services Committee Report. Discussion was had.

7.C. Policy Committee (*No July Meeting*)

8. General Board Committee Updates

Member Sadowski reported that the Inter-Governmental Committee will resume meeting in September.

9. Consent Agenda

Move to Approve the Consent Agenda. Discussion was had and Member Banks asked to remove the SRO Contract to the Regular Agenda. Move to Approve the Consent Agenda as modified. This motion, made by Kelly Durick Eder and seconded by Stephanie Williams, Passed. Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

10. CONTRACT - City of Duluth School Resource Officer (SRO) FY 2026-2028

Move to Approve the City of Duluth School Resource Officer (SRO) FY 2026-2028 Contract. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed. Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0  
Discussion was had.

11. Resolutions from Committee Reports

11.A. B-7-25-4109 - FY27 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

Move to Approve B-7-25-4109 FY27 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed. Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

11.B. B-7-25-4108 - Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A

Move to Approve B-7-25-4108 Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A. This motion, made by Kelly Durick Eder and seconded by Amber Sadowski, Passed. Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

11.C. B-7-25-4110 - FY26 Commercial Insurance Renewal

Move to Approve B-7-25-4100 FY26 Commercial Insurance Renewal. This motion, made by Jill Lofald and seconded by Sarah Mikesell, Passed. Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

#### 11.D. B-7-25-4111 - Acceptance of Donations to Duluth Public Schools

Move to Approve B-7-25-4111 Acceptance of Donations to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

#### 11.E. B-7-25-4112 - Acceptance of Grant Awards to Duluth Public Schools

Move to Approve B -7-25-4112 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

### 12. Special Resolutions and Action Items

#### 12.A. Approval of Head Start Key Hire/Director Candidate

Move to Approve the Head Start Key Hire/Director Candidate Barbara Eckberg. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

#### 12.B. Approval of Technology Director Individual Contract

Move to Approval the Technology Director Gregory Krueger Individual Contract. This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

#### 12.C. HR-7-25-4113 Integration Specialists Collective Bargaining Agreement 2025-2028

Move to Approve HR-7-25-4113 Integration Specialists Collective Bargaining Agreement 2025-2028. This motion, made by Henry Banks and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

### 13. Questions / Other

#### 14. Adjournment

Move to Adjourn at 7:59 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea  
Yea: 7, Nay: 0

**HUMAN RESOURCES ACTION ITEMS FOR: AUGUST 22, 2025**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CRUZ, WILLIAM	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV, 9, 1.0, CLARK D.	08/25/2025
EILERS, JARED L	GRADE 6 SCIENCE TEACHER/LINCOLN PARK, (MA) IV, 9, 1.0, WRIGHT K.	08/25/2025
EVANS, SHAUNTEZMON DE'ANDRE	ASSISTANT MIDDLE SCHOOL PRINCIPAL/LINCOLN PARK MIDDLE SCHOOL, 43 WK, CLASS II, 4, \$117,914.00, FISCHER B.	08/11/2025
GAMST, AFTON M	GUIDANCE COUNSELOR/MARSHALL, (MA) IV, 6, 0.8, SAXTON J.	08/18/2025
JOHNSON, EMILY J	GRADE 5 TEACHER/MYERS-WILKINS, (BA) III, 8, 1.0, DEMARS J.	08/25/2025
MAUDAL, MICHAEL K	EARTH AND SPACE SCIENCE TEACHER/EAST, (MA+45) IV, 9, 1.0, ZWAK W.	08/25/2025
MOLSTAD, GUNNAR O	LTS VOCAL MUSIC TEACHER/ORDEAN, (BA) III, 7, 1.0, RODRIGUES G.	08/25/2025
PELLER, SHONDA R	CTE CHILDCARE ED TEACHER/EAST, (MA+45) 9, 0.9, RETURN FROM LEAVE	08/25/2025
PELLER, SHONDA R	CTE CHILD DEVELOPMENT AND PSYCHOLOGY TEACHER/DENFELD, (MA+45) 9, 0.9, GIZAS S.	08/25/2025
STANAWAY, TAYLOR M	SPED DCD SETTING III TEACHER/EAST, (BA) III, 2, 1.0, LETOURNEAU C.	08/25/2025
VAN VOORHIS, SCOTT B	PHYSICAL EDUCATION TEACHER/LINCOLN PARK, (BA) III, 1, 1.0, TESCHENDOR T.	08/25/2025
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
KALLEVIG, BRYAN T	ELEMENTARY PHY ED - CONGDON ES	08/25/2025 09/12/2025
MURPHY, KATHLEEN A	TEACH ADULT BASIC ED - DAE	08/25/2025 12/31/2025
<b><u>CERTIFIED UNREQUESTED LEAVE</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
JOHNSON, SHANE	ASSISTANT PRINCIPAL LOWELL	6/13/2025
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ABELL, DANIEL W	SPED BUILDING WIDE PARA/LOWELL, 31.25/38WKS, \$18.85/HR, STEINER M.	08/26/2025
BRICKLEY, CLAIRE E	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR, KREAGER D.	08/26/2025
BUSHAW, CASSANDRA D	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/LINCOLN PARK, 33.75/38WKS, \$25.42/HR, ROE B.	08/26/2025
CHARLES, NICOLE M	TECH TUTOR PARA/EAST, 35/38WKS, \$22.49/HR, WILCZEK C.	08/26/2025
GANNAWAY, REBECCA L	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, \$21.42/HR,	08/26/2025
KAVANAUGH, EDWARD J, V	MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$25.41/HR, KAPAUN S.	08/26/2025
KING, JESSICA L	CUSTODIAN/EAST, 40/52WKS, \$18.05/HR, HARYU R.	07/15/2025
KRUEGER, GREGORY J	TECHNOLOGY DIRECTOR/DISTRICT WIDE, \$128,111/YR,	08/04/2025
LARSON, GABRIELLE A	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$21.42/HR, WAGGONER J.	08/26/2025
LUBARSKI, NATHAN L	SUPERVISORY PARA/EAST, 33.75/38WKS, \$19.53/HR, CORKERY S.	08/26/2025
MAKOWSKY, RICHARD L, SR	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR,	07/21/2025
MCTAVISH-MISGEN, CINDY L	NUTRITIONAL SERVICE ASST/LOWELL, 17.5/38WKS, \$15.68/HR	08/26/2025
MITCHELL, SAMUEL N	SCHOOL CUSTODIAN/EAST, 40/52WKS, \$18.05/HR, RITCHIE J.	08/06/2025
MOENING, SUSAN M	PRESCHOOL PARA/PIEDMONT, 23.38WKS, \$21.35/HR, TERESI W.	08/26/2025
SMITH, COLLIN L	BENEFITS & EMPLOYEE ENGAGEMENT COORDINATOR/DSC, 40/52WKS, \$1,365/WK, KLASNICH K.	08/11/2025
STAPLES, SAMANTHA L	BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,	08/26/2025
STAUBER, JULIE A	SECONDARY MTSS ACADEMICS & CURRICULUM & INSTRUCTION COORD/DSC, \$2,143/WK, 52WKS,	08/04/2025
TIBBETTS, ALLIE B	CULTURAL IMMERSION PROGRAM PARA/LOWELL, 40/38WKS, \$21.94/HR, GULAN S.	08/26/2025
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BERGSTEDT, STACY M	CHILD NUTRITION AREA SUP - DENFELD HS	07/09/2025 08/25/2025
NORDWALL, HEATHER M	OSSI FACILITIES	06/10/2025 07/14/2025
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BALSAVICH, JANEL E	SPED ECSE PARA - DW	06/06/2025
COOK, CHARLES W	HUMAN RESOURCES MANAGER - DSC	08/15/2025
FROST, OLIVIA G	SUPERVISORY PARA - DW	06/06/2025
GAGE, TENLEY G	SPED BW PARA - MYERS-WILKINS ES	06/06/2025
MOTZKO, LILY G	SPED ECSE PARA - MYERS-WILKINS ES	06/06/2025
TIEGEN-TRACY, ASHLEY A	SPED ECSE PARA - DW	07/15/2025
<b><u>NON-CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BLOOMQUIST, JEFFREY D	ENGINEER II - LAURA MACARTHUR ES	09/30/2025
FEDLER, ANNETTE L	HEALTH ASST LPN PARA - STOWE ES	10/17/2025
GEER, MARGARET T	DULUTH PRE SCHOOL PARA - LOWELL ES	06/06/2025
MONSON, DEBRA S	BUS DRIVER II - TRANSPORTATION	09/01/2025



**HR/BS Services Committee Monthly Fund Balance Report  
August 11, 2025 Committee Meeting  
BUDGET SUMMARY**

8/7/2025

Percent spent

8/7/2025

REVENUES	25-26		25-26		25-26		25-26		Percent spent 8/7/2025		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June			
General	1	\$ 132,452,509.00	\$ 132,452,509.00	\$ 1,743,834.60	\$ -	\$ 130,708,674.40			1%		
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 34,475.49	\$ -	\$ 6,085,524.51			1%		
Transportation	3	\$ 6,891,246.00	\$ 6,891,246.00	\$ 81,318.05	\$ -	\$ 6,809,927.95			1%		
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 12,360.98	\$ -	\$ 8,175,134.02			0%		
Operating Capital	5	\$ 3,016,924.00	\$ 3,016,924.00	\$ 37,341.28	\$ -	\$ 2,979,582.72			1%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			#DIV/0!		
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 368,796.83	\$ -	\$ 27,488,504.17			1%		
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00			0%		
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 100,204.40	\$ -	\$ 859,631.60			10%		
Student Acitivity	79	\$ 313,509.00	\$ 313,509.00	\$ 3,730.00	\$ -	\$ 309,779.00			1%		
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 186,118,820.00</b>	<b>\$ 186,118,820.00</b>	<b>\$ 2,382,061.63</b>	<b>\$ -</b>	<b>\$ 183,736,758.37</b>	<b>\$ -</b>	<b>\$ -</b>	<b>1%</b>		

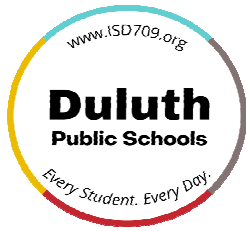
EXPENSES	25-26		25-26		25-26		25-26		Percent spent 8/7/2025		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June			
General	1	\$ 127,974,766.00	\$ 127,974,766.00	\$ 5,618,962.91	\$ 5,767,184.76	\$ 116,588,618.33			9%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 80,858.37	\$ 3,096,987.34	\$ 2,917,618.29			52%		
Transportation	3	\$ 7,101,407.00	\$ 7,101,407.00	\$ 211,679.99	\$ 441,228.88	\$ 6,448,498.13			9%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,252.00	\$ 118,279.82	\$ 81,337.37	\$ 7,525,634.81			3%		
Operating Captial	5	\$ 7,035,624.00	\$ 7,035,624.00	\$ 1,102,105.17	\$ 1,231,709.41	\$ 4,701,809.42			33%		
Building Construction	6	\$ -	\$ -	\$ 698,652.91	\$ 1,135,231.79	\$ (1,833,884.70)			#DIV/0!		
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 1,354,734.57	\$ -	\$ 26,039,785.43			5%		
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00			0%		
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 118,517.08	\$ -	\$ 907,030.92			12%		
Student Acitivity	79	\$ 311,758.00	\$ 311,758.00	\$ 26,722.94	\$ 3,226.65	\$ 281,808.41			10%		
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 184,935,181.00</b>	<b>\$ 184,935,181.00</b>	<b>\$ 9,330,513.76</b>	<b>\$ 11,756,906.20</b>	<b>\$ 163,847,761.04</b>	<b>\$ -</b>	<b>\$ -</b>	<b>11%</b>		

Extra Curricular Fund 01 Prog 298  
Revenue \$ 348.00  
Expense \$ 13,386.74

**Fundraisers Reported  
July 2025**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld	Football	\$12,000.00	Gold Cards
District Service Center	District Wide	\$66.86	Percentage of sales at local businesses - The funds will go towards Unity in Our Community
District Service Center	School-Wide	\$391.04	Percentage of sales at local businesses
Ordean-East	GLOW Club	\$845.31	Sticker sales - We plan to use the money raised in this fundraiser to bring in a speaker from Outfront MN to train our kids on advocacy and leadership skills



# Duluth Public Schools

Independent School District # 709  
ICS Project # S23075

Date Printed 8/8/2025

## OVERALL PROJECT SUMMARY

	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
<b>FUNDING:</b>						
<b>1 FUNDING SOURCE(S)</b>						
1.01 Board Approved Funding	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 0
1.02 LTFM Funding	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>
<b>COSTS:</b>						
<b>2 PERMITS / OWNER COSTS / OFF SITE COSTS</b>	<b>\$ 102,072</b>	<b>\$ -</b>	<b>\$ 102,072</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,500</b>
2.01 Building Plan Review	\$ 31,928	\$ -	\$ 31,928	\$ 31,928	\$ -	\$ 0
2.02 Plumbing Plan Review	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ -	\$ 7,500
2.03 Building Permit	\$ 50,364	\$ -	\$ 50,364	\$ 50,364	\$ -	\$ 0
2.04 SAC/WAC Charges	\$ 11,280	\$ -	\$ 11,280	\$ 11,280	\$ -	\$ -
2.05 MN Dept. of Health	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000
<b>SUBTOTAL:</b>	<b>\$ 102,072</b>	<b>\$ -</b>	<b>\$ 102,072</b>	<b>\$ 93,572</b>	<b>\$ -</b>	<b>\$ 8,500</b>
<b>3 FEES / SERVICES / BUDGETS</b>	<b>\$ 1,997,457</b>	<b>\$ -</b>	<b>\$ 1,997,457</b>	<b>\$ 440,469</b>	<b>\$ -</b>	<b>\$ 1,556,988</b>
3.01 Design Fees - Arch/Struct/Mech/Elec	\$ 529,474	\$ -	\$ 529,474	\$ 311,383	\$ -	\$ 218,091
3.02 Construction Management 1.95%	\$ 256,600	\$ -	\$ 256,600	\$ 111,962	\$ -	\$ 144,638
3.03 Site Services	\$ 764,470	\$ -	\$ 764,470	\$ -	\$ -	\$ 764,470
3.04 Reimbursables	\$ 7,500	\$ -	\$ 7,500	\$ 1,635	\$ -	\$ 5,865
3.05 General Conditions	\$ 300,000	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
3.06 Construction Testing	\$ 25,684	\$ -	\$ 25,684	\$ -	\$ -	\$ 25,684
3.07 Insurance - Builders Risk	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
3.08 Commissioning	\$ 50,250	\$ -	\$ 50,250	\$ 2,010	\$ -	\$ 48,240
3.09 Resa Power- Consultant	\$ 11,985	\$ -	\$ 11,985	\$ 11,985	\$ -	\$ -
3.12 Duluth News Tribune Add for Bid	\$ 1,494	\$ -	\$ 1,494	\$ 1,494	\$ -	\$ 0
<b>SUBTOTAL:</b>	<b>\$ 1,997,457</b>	<b>\$ -</b>	<b>\$ 1,997,457</b>	<b>\$ 440,469</b>	<b>\$ -</b>	<b>\$ 1,556,988</b>
<b>4 FURNITURE / EQUIPMENT / TECHNOLOGY</b>						
4.01 FF&E	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
4.02 Technology - Head End / Card Readers	\$ 0	\$ -	\$ 0	\$ -	\$ -	\$ 0
<b>SUBTOTAL:</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>
<b>5 CONSTRUCTION COSTS</b>						
5.01 Construction Cost	\$ 12,718,789	\$ -	\$ 12,718,789	\$ -	\$ -	\$ 12,718,789
5.02 Donald Holm - Demo	\$ 68,429	\$ -	\$ 68,429	\$ 68,429	\$ -	\$ 0
5.03 CDW	\$ 6,592	\$ -	\$ 6,592	\$ 6,592	\$ -	\$ -
5.04 Northern Door	\$ 2,308	\$ -	\$ 2,308	\$ 2,308	\$ -	\$ -
5.05 Johnson Controls	\$ 7,904	\$ -	\$ 7,904	\$ 7,904	\$ -	\$ -
5.06 Roofing	\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
<b>SUBTOTAL:</b>	<b>\$ 14,004,022</b>	<b>\$ -</b>	<b>\$ 14,004,022</b>	<b>\$ 85,233</b>	<b>\$ -</b>	<b>\$ 13,918,789</b>
<b>6 CONSTRUCTION CONTINGENCY</b>						
6.01 Contingency	\$ 570,493	\$ -	\$ 570,493	\$ -	\$ -	\$ 570,493
<b>SUBTOTAL:</b>	<b>\$ 570,493</b>	<b>\$ -</b>	<b>\$ 570,493</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 570,493</b>
<b>TOTAL COSTS:</b>	<b>\$ 16,924,044</b>	<b>\$ -</b>	<b>\$ 16,924,044</b>	<b>\$ 619,273</b>	<b>\$ -</b>	<b>\$ 16,304,771</b>



**Project Name: DNT**  
**Project Location: Duluth**  
**Date: 8-6-25**

1A Water Service	1B Water Service	1C Water Service	1D Water Service	2 Infill @ Trenches	3 MC in lieu of EMT	4 ATS	5 DDC
<b>BIDDING MATRIX</b>							

Low Bid Contractor	Base bid	1A Water Service	1B Water Service	1C Water Service	1D Water Service	2 Infill @ Trenches	3 MC in lieu of EMT	4 ATS	5 DDC	TOTALS
<b>1. Utilities</b>										
Veit	\$ 88,000.00	\$ 70,000.00	\$ 50,000.00							\$ 138,000.00
<b>2. Masonry</b>										
Harbor City Masonry	\$ 189,435.00									\$ 189,435.00
<b>3. GC</b>										
Intercon Group	\$ 3,257,000.00					\$ 18,480.00				\$ 3,275,480.00
<b>4. Glass and Glazing</b>										
Superior Glass	\$ 48,140.00									\$ 48,140.00
<b>5. Gypsum Assemblies</b>										
Pinnacle Wall Systems	\$ 1,065,000.00									\$ 1,065,000.00
<b>6. Painting</b>										
Mulcahy Nickolaus	\$ 174,195.00									\$ 174,195.00
<b>7. Flooring</b>										
CFS - BUDGET # ONLY	\$ 500,000.00									\$ 500,000.00
<b>8. Tiling</b>										
Northland Flooring	\$ 280,000.00									\$ 280,000.00
<b>9. ACT</b>										
Sorlie Acoustics	\$ 190,685.00									\$ 190,685.00
<b>10. Conveying Systems</b>										
Larson Elevator	\$ 219,000.00									\$ 219,000.00
<b>11. Fire Suppression</b>										
Fire Pro	\$ 189,400.00			\$ 8,600.00						\$ 198,000.00
<b>12. Mechanical</b>										
A G O'Brien	\$ 3,724,034.00				\$ 48,434.00				\$ 47,790.00	\$ 3,772,468.00
<b>13. Electrical</b>										
Belknap	\$ 2,668,386.00						\$ (11,169.00)	\$ (2,325.00)		\$ 2,668,386.00
<b>TOTALS</b>	\$ 12,593,275.00	\$ 70,000.00	\$ 50,000.00	\$ 8,600.00	\$ 48,434.00	\$ 18,480.00	\$ (11,169.00)	\$ (2,325.00)	\$ 47,790.00	\$ 12,718,789.00

8/8/2025

Board of Education  
Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55802



1331 Tyler Street NE, Suite 101  
Minneapolis, MN 55413  
ics-builds.com  
(763) 354-2670

**Re:** Duluth Public Schools, ISD #709 – Education Center (DNT)  
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Wednesday, August 6, 2025, for the above-referenced project. Our recommendation for award is as follows:

**Work Scope 1 – Utilities**

Veit & Company Inc. – Rogers, MN

**BASE BID:** \$88,000.00  
**Alternate 1B:** \$50,000.00

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**TOTAL** **\$138,000.00**

**Work Scope 2 – Masonry**

Harbor City Masonry, Inc. – Duluth, MN

**BASE BID:** \$189,435.00

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**TOTAL** **\$189,435.00**

**Work Scope 3 – General Construction**

Intercon Group, Inc. – Duluth, MN

**BASE BID:** \$3,257,000.00  
**Alternate 2:** \$18,480.00

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**TOTAL** **\$3,275,480.00**

**Work Scope 4 – Glass & Glazing**

Superior Glass, Inc. – Superior, WI

**BASE BID:** \$48,140.00

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**TOTAL** **\$48,140.00**

**Work Scope 5 – Gypsum Assemblies**

Pinnacle Wall Systems – White Bear Lake, MN

**BASE BID:** \$1,065,000.00

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**TOTAL** **\$1,065,000.00**

**Work Scope 6 – Painting**

Mulcahy Nickolaus, LLC – Oakdale, MN

**BASE BID:** \$174,195.00

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**TOTAL** **\$174,195.00**

**Work Scope 8 – Tiling**

Northland Flooring & Design – Grand Rapids, MN

**BASE BID:** \$280,000.00

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**TOTAL** **\$280,000.00**

**Work Scope 9 – Acoustical Ceilings**

Sorlie Acoustics, Inc. – Duluth, MN

**BASE BID:** \$190,685.00

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**TOTAL** **\$190,685.00**

\*The low bid for work scope 9 has formally removed their proposal due to an incomplete proposal, Sorlie Acoustics Inc. is the second lowest bid out of 4 bidders.

**Work Scope 10 – Conveying Systems**

Larson Elevator Company – Grand Rapids, MN

**BASE BID:** \$219,000.00

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**TOTAL** **\$219,000.00**

**Work Scope 11 – Fire Suppression**

FirePro Sprinkler – Hermantown, MN

**BASE BID:** \$189,400.00

**Alternate 1C:** \$8,600.00

---

**TOTAL** **\$198,000.00**

**Work Scope 12 – Mechanical**

A.G. O’Brien Plumbing & Heating – Duluth, MN

**BASE BID:** \$3,724,034.00

**Alternate 1D:** \$48,434.00

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**TOTAL** **\$3,772,468.00**

**Work Scope 13 – Electrical**

Belknap Electric, Inc. – Superior, WI

**BASE BID:** \$2,668,386.00

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**TOTAL** **\$2,668,386.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of **Twelve Million, Two Hundred Eighteen Thousand, Seven Hundred Eighty-Nine Dollars and No/100 Cents (\$12,218,789.00)**. Work Scope 7, Flooring, will be awarded using a state contract previously negotiated between the school and the vendor.

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Sincerely,

Jason Filipek  
ICS Project Manager

JF/AG



Enclosures

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



**WORK SCOPE 01 - Utilities**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	KTM Paving	Veit & Company	Rachel			
<b>BID SECURITY</b>	Yes	Yes	Yes			
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4	1 2 3 4			
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes			
<b>BASE BID:</b>	\$63,000.00	\$88,000.00	\$97,500.00			
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service	\$109,000.00	\$70,000.00	\$83,150.00			
Alt. No. 1B: Water Service	\$96,400.00	\$50,000.00	\$62,950.00			
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



**WORK SCOPE 02 - Masonry**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Harbor City Masonry	Axel H Ohman				
<b>BID SECURITY</b>	Yes	Yes				
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4				
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes				
<b>BASE BID:</b>	\$189,435.00	\$457,800.00				
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



Wednesday, August 6, 2025 @ 1:00 p.m.

**WORK SCOPE 03 - General Conditions**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Intercon Group					
<b>BID SECURITY</b>	Yes					
<b>ADDENDA REC'D.</b>	1 2 3 4					
<b>Acknowledged MN Responsible Contractor:</b>	Yes					
<b>BASE BID:</b>	\$3,257,000.00					
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill	\$18,480.00					
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



Wednesday, August 6, 2025 @ 1:00 p.m.

**WORK SCOPE 04 - Glass & Glazing**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Superior Glass	Mesabi Glass Window and Door	United Glass	St Germain's Glass		
<b>BID SECURITY</b>	Yes	Yes	Yes	Yes		
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4	1 2 3	1 2 3 4		
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes	Yes		
<b>BASE BID:</b>	\$48,140.00	\$53,650.00	\$56,997.00	\$72,014.00		
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



Wednesday, August 6, 2025 @ 1:00 p.m.

WORK SCOPE 05 - Gypsum Assemblies

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Pinnacle Wall Systems	Mulcahy Nickolaus	RTL Construction			
<b>BID SECURITY</b>	Yes	Yes	Yes			
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2	1 2 3 4			
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes			
<b>BASE BID:</b>	\$1,065,000.00	\$1,289,500.00	\$1,889,959.00			
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



**WORK SCOPE 06 - Painting**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Mulcahy Nickolaus	Steinbrecher Painting Company	Swanson and Youngdale			
<b>BID SECURITY</b>	Yes	Yes	Yes			
<b>ADDENDA REC'D.</b>	1 2	1 2 3 4	1 2 3 4			
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes			
<b>BASE BID:</b>	\$174,195.00	\$182,000.00	\$185,515.00			
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



**WORK SCOPE 08 - Tiling**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Northland Flooring	Grazzini Brothers	Johnson Carpet One			
<b>BID SECURITY</b>	Yes	Yes	Yes			
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4	1 2 3			
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes			
<b>BASE BID:</b>	\$280,000.00	\$337,300.00	\$491,000.00			
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



Wednesday, August 6, 2025 @ 1:00 p.m.

**WORK SCOPE 09 - Acoustical Ceilings**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Twin City Acoustics	Sorlie Acoustics	Shaefer Acoustics	Acoustics Associates		
<b>BID SECURITY</b>	Yes	Yes	Yes	Yes		
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4		
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes	Yes		
<b>BASE BID:</b>	\$128,400.00	\$190,685.00	\$232,680.00	\$238,690.00		
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



Wednesday, August 6, 2025 @ 1:00 p.m.

**WORK SCOPE 10 - Conveying Systems**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Larson Elevator	Minnesota Elevator				
<b>BID SECURITY</b>	Yes	Yes				
<b>ADDENDA REC'D.</b>	NO	1 2 3 4				
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes				
<b>BASE BID:</b>	\$219,000.00	\$268,500.00				
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



**WORK SCOPE 11 - Fire Suppression**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Fire Pro	Summit Fire Protection				
<b>BID SECURITY</b>	Yes	Yes				
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4				
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes				
<b>BASE BID:</b>	\$189,400.00	\$279,600.00				
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service	\$8,600.00	\$0.00				
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC						

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	A G Obrien	Jamar	Shannons Inc			
<b>BID SECURITY</b>	Yes	Yes	Yes			
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4	1 2 3 4			
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes			
<b>BASE BID:</b>	\$3,724,034.00	\$4,018,100.00	\$4,891,000.00			
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service	\$48,434.00	\$3,400.00	\$12,400.00			
Alt. No. 2: Infill						
Alt. No. 3: Raceways						
Alt. No. 4: ATS						
Alt. No. 5: DDC	\$47,790.00	\$42,445.00	\$44,600.00			

**DNT Building Renovation**

OWNER: Duluth Public Schools  
 CONSTRUCTION MANAGER: ICS Consulting, Inc.  
 ARCHITECT: Miller Architects



**BID TABULATIONS**

Wednesday, August 6, 2025 @ 1:00 p.m.

**WORK SCOPE 13 - Electrical**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Belknap Electric	Hunt Electric	Duluth Electric	Holden Electric	Parsons Archkey	Benson Electric
<b>BID SECURITY</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>ADDENDA REC'D.</b>	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
<b>Acknowledged MN Responsible Contractor:</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>BASE BID:</b>	\$2,668,386.00	\$2,710,776.00	\$2,765,612.00	\$2,776,677.00	\$3,251,829.00	\$3,289,000.00
<b>COMBINED WS BID:</b>						
<b>ALTERNATES:</b>						
Alt. No. 1A: Water Service						
Alt. No. 1B: Water Service						
Alt. No. 1C: Water Service						
Alt. No. 1D: Water Service						
Alt. No. 2: Infill						
Alt. No. 3: Raceways	(\$11,169.00)	(\$84,049.00)	(\$55,000.00)	(\$152,000.00)	(\$24,978.00)	(\$30,000.00)
Alt. No. 4: ATS	(\$2,325.00)	(\$4,740.00)	(\$4,000.00)	(\$3,510.00)	(\$4,957.00)	(\$4,000.00)
Alt. No. 5: DDC						

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: KTM Paving, Inc.  
5513 Highway 2  
Hermantown, MN 55810

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** WS-1 Utilities

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ sixty three thousand + 00/100 — \$ 63,000.00

2. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

5. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_ for the Combined Base Bid Sum of: \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred nine thousand + 00/100 \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ninety six thousand four hundred \$   
+ 00/100

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25  
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**


If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5513 Highway 2

City: Hermantown State: MN Zip: 55810

Phone Number: 218-729-1446 Fax Number: 218-729-9125

Name (typed or printed): Alaina Dodaro

Signature: 

Title: VP

Date: 8/5/25

**END OF SECTION 00 4113**



# Document A310™ – 2010

Bond No. RB0098455

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

KTM Paving, Inc.

5513 Highway 2

Hermantown, MN 55810

**SURETY:**

*(Name, legal status and principal place of business)* This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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

**OWNER:**

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

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

**PROJECT:** Bid Number 1340, DNT Building Renovation

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

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

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

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

Signed and sealed this 24th day of July, 2025

*(Witness)*

*(Witness)*

KTM Paving, Inc.  
*(Principal)* *(Seal)*

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

*(Title)* Attorney-in-Fact Troy Staples

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

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GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )



Handwritten signature of Kenneth D. Whittington, President
Kenneth D. Whittington, President
Handwritten signature of Kyle P. McDonald, Assistant Secretary
Kyle P. McDonald, Assistant Secretary

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

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



Handwritten signature of Bethany J. Alred
Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of July, 2025.



Handwritten signature of Kyle P. McDonald, Assistant Secretary
Kyle P. McDonald, Assistant Secretary

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

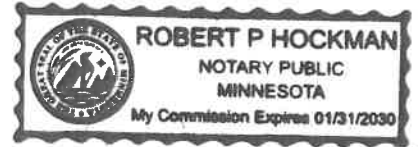
\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MINNESOTA )  
County of ST LOUIS )

On this 28 day of JULY in the year 2025 before me personally come(s) ALAINA DODARO to me known, who, being duly sworn, deposes and says that he/she is the VP of the KTM PRINTING INC the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

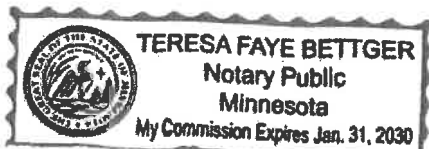
Robert Hockman  
Notary Public



### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 24th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Teresa Bettger  
Notary Public



**Erlandson Stone & Pavers**

Invoice 2025-03

Draw#2

For:  
KTM Duluth

**Materials**

Stone.....	\$28,736.07
Trucking.....	\$7,349.12
Gravel.....	\$4,400.00
Topsoil.....	\$3,300.00
Flowers+Plantings.....	\$5,800.00
Stone Mulch.....	\$3,800.00

Material Total: \$53,385.19

Time + Machine + Labor + Overhead:  
\$28,000.00

**Description:**

Met with Architect 05/14

**NOTES:**

Wild Fires delayed material delivery 1 week. \*CHANGE ORDERED\* Fire Hydrant location was overlooked by the Architectural Firm- Awaiting orders on how to finish off that detail- The location of the fire hydrant was directly above the "Sample Area" Had to remove work performed last year and relocate the rock. \*RUSH ORDERED\* Threats were made if the garden area was not "READY BY THE TIME OF THEIR PARTY" Told them its out of my hands but if that's what they want that's what we will shoot for.

Total Due: \$81,385.19

## DAYS WORKED ON PROJECT

05/14

05/17

05/18

05/19

05/20

05/22

05/23

05/24

05/26

05/27

05/28

05/29

05/30

05/31

06/1

06/4

06/6

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Veit & Company, Inc.

14000 Veit Place Rogers, MN 55374

Andy Dammer, Sr. Project Manager (218)341-1843 Cell andy.dammer@veitusa.com

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope #1 Utilities**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Eighty-eight thousand dollars and no cents-----

2. **Work Scope**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

3. **Work Scope**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

4. **Work Scope**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

5. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Seventy thousand dollars no cents-----

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Fifty thousand dollars and no cents-----

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/31/2025 Addenda No. 4 Dated 08/04/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 14000 Veit Place

City: Rogers State: MN Zip: 55374

Phone Number: (763)428-2242 Fax Number: (763)428-8348

Name (typed or printed): Andy Dammer

Signature: 

Title: Sr. Project Manager/Authorized Signatory

Date: 07/31/2025

**END OF SECTION 00 4113**

# AIA® Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
Veit & Company, Inc.  
14000 Veit Place  
Rogers, MN 55374

### SURETY:

(Name, legal status and principal place of business)  
Western Surety Company  
101 S Reid Street,  
Sioux Falls, SD 57103

### OWNER:

(Name, legal status and address)  
ISD #709 - Duluth Public Schools  
719 Portia Johnson Dr  
Duluth, MN 55802

**BOND AMOUNT:** 5% of Bid Amount

### PROJECT:

Duluth Public Schools ISD 709 Education Center  
Duluth Public Schools DNT Building Renovations  
Bid No.: 1340  
Duluth, MN

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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

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

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


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User Notes:



(1113085000)

Signed and sealed this 11th day of July, 2025.

  
\_\_\_\_\_  
(Witness) Jon Brostowitz, Pw/Estimator

\_\_\_\_\_  
See attached CA Notary Acknowledgment  
(Witness)



\_\_\_\_\_  
Veit & Company, Inc.  
(Contractor as Principal)  
  
\_\_\_\_\_  
(Title) Andy Dammer, Authorized Signatory  
Western Surety Company  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) Marja Rufino, Attorney In Fact

**ACKNOWLEDGMENTS**

**Corporate Acknowledgment(s)**

STATE OF Minnesota  
ss: \_\_\_\_\_ }

COUNTY OF St. Louis

On this 31st day of July, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared Andy Dammer, known to me (or proved to me on the basis of satisfactory evidence) to be the Sr. Project Manager/Authorized Signatory, of the Veit & Company, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

*Traci Lyn Thoreson* (seal)

Notary Public  
My commission expires 01/31/2027



**Limited Liability Company Acknowledgment**

STATE OF \_\_\_\_\_  
ss: \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally

appeared \_\_\_\_\_, known by me to be the person who is identified in and who executed the foregoing General Agreement of Indemnity, and who being by me duly sworn, deposes and says that (s)he is the Manager of \_\_\_\_\_, a limited liability company, that (s)he is duly authorized to execute said Agreement as the act and deed of said limited liability company.

\_\_\_\_\_ (seal)

Notary Public  
My commission expires \_\_\_\_\_

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento )

On July 11, 2025 before me, Donna Marie Borja, Notary Public  
(insert name and title of the officer)

personally appeared Maria Rufino,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Donna Marie Borja (Seal)

# 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

**David W Garese, Audrey C Skeen, Maria Rufino, Donna Borja, Brooke A Skeen, Lisa Betancur, Individually**

of Sacramento, CA, 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 23rd day of September, 2023.



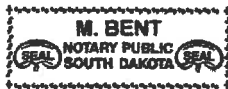
WESTERN SURETY COMPANY

*Larry A. Kasten*  
Larry A. Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of September, 2023, before me personally came Larry A. 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, L. Nelson, 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 11th day of July, 2025.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, 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 A. 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](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Veit & Company, Inc.  
14000 Veit Place  
Rogers, MN 55374  
763-428-2242  
[contracts@veitusa.com](mailto:contracts@veitusa.com)

July 1, 2025

To Whom It May Concern:

Subject: Authorized Signers for Bids and Contracts

This letter serves to confirm the individuals authorized to sign bonds, bids and contracts on behalf of Veit & Company, Inc. a Minnesota-based corporation in good standing.

As recorded in the official minutes of our Board of Directors meeting held on May 6, 2025, the following individuals were duly approved as authorized signatories for all bidding documents, contractual agreements, and legally binding commitments entered into by the corporation:

- Vaughn Veit, Chairman of the Board of Directors
- Kelly Veit, CEO
- Steve Hedtke, CFO
- Tim Reimann, President
- Brian Volk, Treasurer
- Peter J. Williams, Secretary and General Counsel
- Jesse Roush, Assistant Secretary
- Michael Mahn, Senior Project Manager
- Herb Pundsack III, Senior Project Manager
- Andrew Dammer, Senior Project Manager
- Tyler Erickson, Senior Project Manager

This authorization shall remain in effect until amended or revoked by a subsequent resolution of the Board of Directors.

Please feel free to contact our office at 763-428-2242 or [contracts@veitusa.com](mailto:contracts@veitusa.com) if you require further confirmation or additional documentation.

Sincerely,

Peter J. Williams, Secretary and General Counsel

State of Minnesota  
County of Hennepin



This instrument was acknowledged before me on July 1, 2025 by Peter J. Williams.

Signature of Notarial Officer  
My Commission Expires: January 31<sup>st</sup>, 2028

Veit & Company, Inc.	<a href="http://veitusa.com">veitusa.com</a>	14000 Veit Place, Rogers, MN 55374	P: (763) 428-2242
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SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Rachel Contracting, LLC

4180 Napier Court NE

St. Michael, MN 55736

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Miller Architects 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the Duluth Public Schools ISD 709 Education Center, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #1 Utilities

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Ninety Seven Thousand Five Hundred Dollars and Zero Cents

2. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ -

3. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ -

4. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ -

5. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ - \$ -

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

- \$ -

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

~~(Add)~~, Deduct, No Change) \$ Eighty Three Thousand One Hundred Fifty Dollars \$ 83,150.00

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

~~(Add)~~, Deduct, No Change) \$ Sixty Two Thousand Nine Hundred Fifty Dollars \$ 62,950.00

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Work Scope 11 - NA \$ -

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Work Scope 12 - NA \$ -

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ -

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ -

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ -

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ -

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025  
Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/04/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4180 Napier Court NE

City: St. Michael State: MN Zip: 55736

Phone Number: 763-424-1500 Fax Number: 763-424-1501

Name (typed or printed): Matthew Coz

Signature: 

Title: President

Date: 08/06/2025 M.C.

**END OF SECTION 00 4113**

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Rachel Contracting, LLC

4180 Napier Court N.E.  
St. Michael, MN 55376

**OWNER:**

(Name, legal status and address)  
Duluth Public Schools, ISD #709

709 Portia Johnson Drive  
Duluth, MN 55811

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)  
Duluth Public Schools ISD 709 Education Center

**SURETY:**

(Name, legal status and principal place  
of business)

Arch Insurance Company  
Harborside 3, 210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107

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

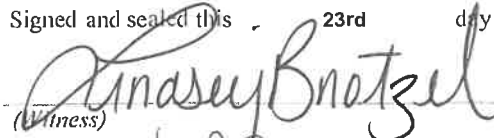
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 23rd day of July, 2025

  
(Witness)

Rachel Contracting, LLC  
(Principal) \_\_\_\_\_ (Seal)

(Title) Matthew Coz, president  
Arch Insurance Company

  
(Witness) Sarah Joy Robinson

(Surety) \_\_\_\_\_ (Seal)

(Title) Colby D. White, Attorney-in-Fact

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

Init.

AIA Document A310<sup>™</sup> – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 061110



ACKNOWLEDGEMENT OF PRINCIPAL

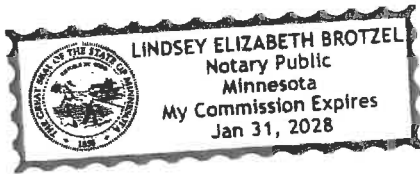
STATE OF Minnesota

COUNTY OF Wright

On this 25th day of July, in the year 2025, before me personally appeared Matthew Coz,  
president of

Rachel Contracting, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Lindsey Brotzel, Notary Public  
My Commission Expires: 01/31/2028

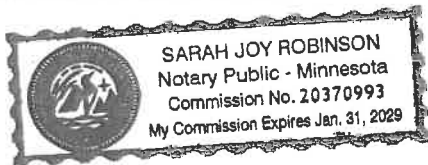
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota

COUNTY OF Hennepin

On this 23rd day of July, in the year 2025, before me personally come(s) Colby D. White, Attorney-in-Fact of Arch Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Arch Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Sarah Joy Robinson, Notary Public  
My Commission Expires: January 31, 2029

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

**POWER OF ATTORNEY**

**Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Austin Muehlschlegel, Brian J. Oestreich, Colby D. White, Joseph Cardinal, Joshua R. Loftis, Kristine Becks, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Ryan-Olivia Lundy, Sandra M. Engstrom and Ted Jorgensen of St. Louis Park, MN (EACH)**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding **One Hundred Fifty Million Dollars (\$150,000,000.00)**. This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

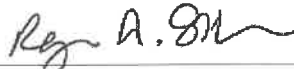
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

**"VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **6<sup>th</sup> day of January, 2025**.

**Attested and Certified**

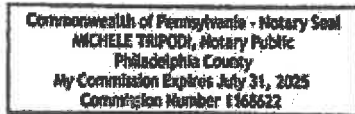
  
\_\_\_\_\_  
Regan A. Shulman, Secretary




Arch Insurance Company  
  
\_\_\_\_\_  
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

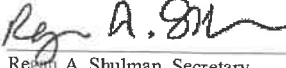


  
\_\_\_\_\_  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

**CERTIFICATION**

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 6, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said **Stephen C. Ruschak**, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **23rd day of July**, **2025**.

  
\_\_\_\_\_  
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance Company Claims Department  
Surety Claims  
P.O. Box 542033  
Omaha, NE 68154  
[suretyclaims@archinsurance.com](mailto:suretyclaims@archinsurance.com)



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Harber City Masonry, Inc.  
310 S. Central Ave  
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 - Masonry

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ one hundred eighty nine thousand four hundred thirty five dollars \$ 189,435.00

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

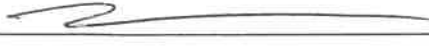
Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25  
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 310 S. Central Ave  
City: Duluth State: MN Zip: 55807  
Phone Number: 218-628-3686 Fax Number: 218-628-3706  
Name (typed or printed): Roger Andersen  
Signature:   
Title: President  
Date: 8/6/25

**END OF SECTION 00 4113**



**UNITED FIRE & CASUALTY COMPANY**  
118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we  
Harbor City Masonry, Inc

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto  
**Duluth Public Schools ISD 709**

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid  
Dollars (\$ 5% of Bid ), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Duluth Public Schools ISD 709 - Education Center**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of August, 2025.

Harbor City Masonry, Inc  
By [Signature] (Seal)  
(PRINCIPAL)

[Signature]  
(WITNESS)

(TITLE)  
UNITED FIRE & CASUALTY COMPANY  
(SURETY)  
By [Signature]  
(ATTORNEY-IN-FACT)



[Signature]  
(WITNESS)

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public within and for said county, personally appeared, \_\_\_\_\_

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as his free act and deed.

(Notarial Seal)

Notary Public, \_\_\_\_\_
County, \_\_\_\_\_
My commission expires \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota )
COUNTY OF St. Louis )
ss.

On the 6th day of August 20 25, before me personally appeared Dianne Anderson

to me known, who being by me duly sworn, did depose and say: that She resides in Minnesota that She is the Vice President of the Harbor City Masonry, Inc.

the corporation described in and which executed the foregoing instrument; that She knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order.

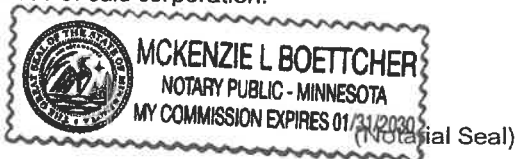


[Signature]
Notary Public, Saint Louis
County Minnesota
My commission expires January 31st, 2030

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota )
COUNTY OF St. Louis )
ss.

On this 6th day of August 20 25, before me appeared Cynthia L. Sund to me personally known, who being by me duly sworn, did say that She is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public, Saint Louis
County, Minnesota
My Commission expires January 31st, 2030



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

129  
**Inquiries: Surety Department**  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA L. SUND, TIMOTHY J. ROTHE, TAMMI M. BAUER, MCKENZIE BOETTCHER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 30th day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of April, 2024

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President



State of Iowa, County of Linn, ss:

On 30th day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of August, 2025.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Axel H. Ohman, Inc.

247 W 61st Street

Minneapolis, MN 55419

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 2- Masonry

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

four hundred fifty seven thousand eight hundred \$ 457,800

2. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/25  
Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 247 W 61st Street

City: Minneapolis State: MN Zip: 55419

Phone Number: 612-490-3731 Fax Number: \_\_\_\_\_

Name (typed or printed): Pete Peschel

Signature: 

Title: President

Date: 8/6/2025

**END OF SECTION 00 4113**

WESTFIELD INSURANCE COMPANY  
One Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Axel H. Ohman, Inc., 247 West 61st Street, Minneapolis, MN 55419

as Principal, hereinafter called the Principal, and WESTFIELD INSURANCE COMPANY, Westfield Center, Ohio 44251, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto ISD 709 - Duluth Public Schools

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the bid amount  
Dollars (\$ 5% of bid ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Duluth Public Schools ISD 709 Education Center - Bid Package #1  
Work Scope 2- Masonry

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of August, 2025 .

	{	<u>Axel H. Ohman, Inc.</u> (Principal) <span style="float: right;">(Seal)</span>
(Witness)		By: _____ (Title)
<i>Erica M. Wendell</i>	{	<u>Ohio Farmers Insurance Company</u> (Surety) <span style="float: right;">(Seal)</span>
(Witness)		<i>Helen F. Hotze</i> Helen F. Hotze, Attorney In Fact <span style="float: right;">(Title)</span>

Printed in cooperation with the American Institute of Architects (AIA) by the Westfield Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition. 1

**ACKNOWLEDGEMENT OF SURETY**

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )

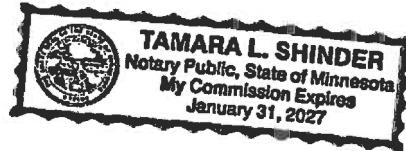
On this 1st day of August, 2025 personally appeared  
before me Helen F. Hotze

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said  
Helen F. Hotze

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

*Tamara L. Shinder*

BD 5439 OF (1-00)



**ACKNOWLEDGEMENT OF SURETY**

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )

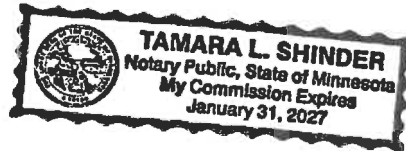
On this 1st day of August, 2025 personally appeared before me Helen F. Hotze

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Helen F. Hotze

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

*Tamara L. Shinder*

BD 5439 OF (1-00)



SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: INTERCOM GROUP INC.  
1775 SHILTON RD  
DULUTH, MN 55804

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 03 GENERAL CONSTRUCTION

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three million two hundred fifty seven thousand and <sup>no</sup>/<sub>100</sub> \$ 3,257,000.00

2. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ —

3. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ —

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ —

5. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ —

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ —

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ EIGHTEEN THOUSAND FOUR HUNDRED EIGHTY \$ 18,480

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ +

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ —

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

YES

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25  
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1775 SHILTON RD

City: DULUTH, MN State: MN Zip: 55804

Phone Number: 218-464-2876 Fax Number: \_\_\_\_\_

Name (typed or printed): BRIAN LOBBESTAEL

Signature: *Brian Lobbestael*

Title: PRESIDENT

Date: 8/6/2025

**END OF SECTION 00 4113**

# AIA<sup>®</sup> Document A310<sup>™</sup> - 2010

## Bid Bond

Bond No: 1001144591-4

**CONTRACTOR:**

*(Name, legal status and address)*

InterCon Group, Inc  
1775 Shilhon Rd  
Duluth, MN 55804

**SURETY:**

*(Name, legal status and principal place of business)*

Old Republic Surety Company  
P.O. BOX 1635  
Milwaukee, WI 53201

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

**OWNER:**

*(Name, legal status and address)*

ISD 709- Duluth Public Schools  
719 Portia Johnson Dr  
Duluth, MN 55802

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

**BOND AMOUNT:**

5% of total amount of bid not to exceed: One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000.00)

**PROJECT:**

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

Duluth Public Schools ISD 709 Education Center - Interior Demo and Renovation

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

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

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

Signed and sealed this 31st day of July, 2025

*(Witness)*

*(Witness)*

InterCon Group, Inc

*(Principal)*

*(Title)* Brian S. Lobbestael, President

Old Republic Surety Company

*(Surety)*

*(Seal)*

*(Title)* Jeremy J. Crawford, Attorney-In-Fact



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MICHAEL D. WILLIAMS, JEREMY J. CRAWFORD** of GOLDEN VALLEY, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS**

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of June, 2025

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of June, 2025, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-5304

Signed and sealed at the City of Brookfield, WI this 31st day of July, 2025

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

CCI SURETY, INC.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Superior Glass, Inc.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Miller Architects 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the Duluth Public Schools ISD 709 Education Center, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #A Glass + Glazing

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Forty Eight Thousand One Hundred Forty \$ 48,140<sup>00</sup>

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**5. Work Scope**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$ \_\_\_\_\_

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25  
Addenda No. 2 Dated 7/29/25 Addenda No. A Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7500 TOWER AVE  
City: SUPERIOR State: WI Zip: 54880  
Phone Number: (715) 685-0500 Fax Number: —  
Name (typed or printed): MARK BISSONETTE  
Signature: [Handwritten Signature]  
Title: ESTIMATOR  
Date: 8/6/25

**END OF SECTION 00 4113**



7500 Tower Ave, Superior, WI 54880  
(715) 685-0500

8-6-25

Work scope #4

Project: **DNT Remodel ISD #709**  
**Duluth, MN**

Addenda #1 thru 4 noted

Sections referenced: 084313 Aluminum Storefronts/088000 Glazing

**Base Bid:** FORTY-EIGHT THOUSAND ONE HUNDRED FORTY \$48,140.00 tax included.

- **Please see the clarifications listed below for inclusions of supply and installation:**
  - 6 thus ½" laminated glass set in others type C doors
  - 26 Thus ¼" clear tempered glass set in others type C doors
  - ¼" clear tempered glass set in 13 thus others type II side-lite frames
  - ¼" clear tempered glass set in 1 thus others type III side-lite frame
  - 1 thus exterior storefront type IV @ 106.1
  - 1 thus exterior storefront type V @ 100.1
  - 1 thus interior storefront type V @ 100.2
  - 1 thus exterior storefront type A
  - 1 thus exterior storefront type B @ 102
  - 1 thus exterior storefront type C
  - 1 thus exterior storefront type D
  - ¼" clear tempered glass set in 1 thus others frame type VII
  - ¼" clear tempered glass set in 1 thus others frame type VIII

**Excluded from Base Bid:**

- Demolition or relocation of existing
- Wood blocking and any other opening structure materials
- Alum door hardware supply
- Anything to do with card readers, wiring and owner access control devices.
- Anything to do with demountable glass partitions supply or installation
- Glazing film
- Mirrors

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette  
Cell (218) 451-6501

**Bid Bond**

 **AIA Document A310™ – 2010**

**CONTRACTOR:**

*(Name, legal status and address)*  
SUPERIOR GLASS INC.  
7500 Tower Avenue  
Superior, WI 54880

Bid Bond No. GR34411

**SURETY:**

*(Name, legal status and principal place of business)*  
Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*  
Duluth Public Schools - ISD #709  
424 W 1st Street  
Duluth, MN 55802

**BOND AMOUNT:** Five Percent of the Bid Amount ( 5.00% of Bid Amount)

**PROJECT:**

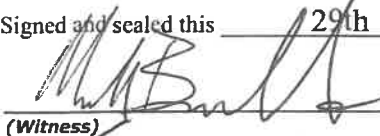
*(Name, location or address, and Project number, if any)*  
DNT Building Renovation Work Scope #4

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

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

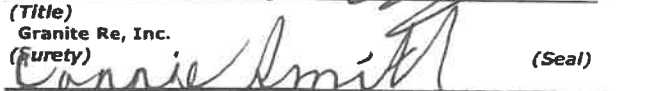
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 29<sup>th</sup> day of July, 2025.

  
*(Witness)*

  
*(Witness)* Karla Heffron

SUPERIOR GLASS INC.  
*(Principal)*  *(Seal)*

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

*(Title)* Connie Smith, Attorney-in-fact

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GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )



[Signature of Kenneth D. Whittington]
Kenneth D. Whittington, President
[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

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

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



[Signature of Bethany J. Alred]
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

29th day of July, 2023



[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Mesabi Glass Window and Door, INC.

510 west 25th street

Hibbing, MN 55746

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope #4 Glass and Glazing**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ FIFTY-THREE THOUSAND SIX HUNDRED FIFTY DOLLARS

**2. Work Scope N/A**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

**3. Work Scope N/A**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

**4. Work Scope N/A**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

5. **Work Scope**           N/A          

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$           N/A           \$ **N/A**

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

          N/A          

for the Combined Base Bid Sum of:

          N/A           \$ **N/A**

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$           N/A           \$ **N/A**

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/4/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 510 west 25th street

City: Hibbing State: MN Zip: 55746

Phone Number: 218-262-2010 Fax Number: 218-262-2011

Name (typed or printed): Chris Anderson

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 08/06/2025

**END OF SECTION 00 4113**

# AIA Document A310™ – 2010

Bond No. FB0004767

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Mesabi Glass, Window And Door, Inc  
510 West 25th Street  
  
Hibbing, MN 55746

**SURETY:**

*(Name, legal status and principal place of business)*  
GRANITE RE, INC.  
14001 Quailbrook Drive  
  
Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*  
ISD#709-Duluth Public Schools

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

**PROJECT:** Project No. 33231, DNT BUILDING RENOVATION

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

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

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

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

Signed and sealed this 5th day of August, 2025

Mesabi Glass, Window And Door, Inc  
*(Principal)*

*(Seal)*

*(Witness)*

*(Witness)*  
*Anna Botzner*

*(Title)*  
GRANITE RE, INC.  
*(Surety)*

*(Title)* Attorney-in-Fact  
Troy Staples

*(Seal)*

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

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

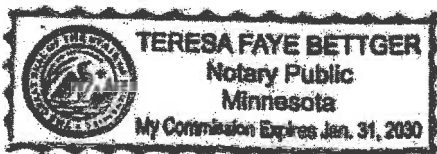
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF SURETY**

State of Minnesota )  
County of Dakota )

On this 5th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



*Teresa Bettger*  
\_\_\_\_\_  
Notary Public

GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )  
                                          ) SS:  
COUNTY OF OKLAHOMA )



*[Signature]*  
Kenneth D. Whittington, President

*[Signature]*  
Kyle P. McDonald, Assistant Secretary

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

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



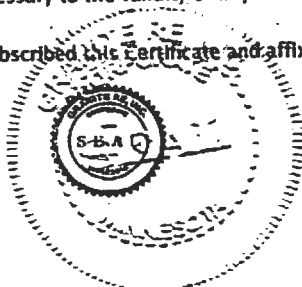
*[Signature]*  
Bethany J. Alred  
Notary Public

GRANITE RE, INC.  
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
5th day of August, 2025.



*[Signature]*  
Kyle P. McDonald, Assistant Secretary

# AIA Document A310™ - 2010

Bond No. FB0004767

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Mesabi Glass, Window And Door, Inc  
510 West 25th Street

Hibbing, MN 55746

**SURETY:**

*(Name, legal status and principal place of business)*

GRANITE RE, INC.  
14001 Quailbrook Drive

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

**OWNER:**

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

Oklahoma City, OK 73134

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

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

**PROJECT:** Project No. 33231, DNT BUILDING RENOVATION

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

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

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

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

Signed and sealed this 5th day of August, 2025.

Mesabi Glass, Window And Door, Inc

*(Principal)*

*(Seal)*

*(Witness)*

*(Signature)*

*(Witness)*

*(Title)*

GRANITE RE, INC.  
*(Surety)*

*(Seal)*

*(Title)* Attorney-in-Fact

Troy Staples

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

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

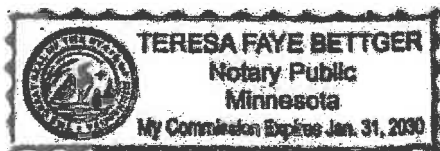
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally come(s) \_\_\_\_\_ to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 5th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



*Teresa Bettger*  
\_\_\_\_\_  
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )



[Signature]
Kenneth D. Whittington, President

[Signature]
Kyle P. McDonald, Assistant Secretary

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

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



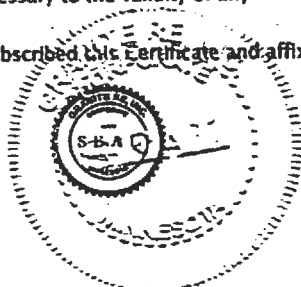
[Signature]
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
5th day of August, 2025.



[Signature]
Kyle P. McDonald, Assistant Secretary

SECTION 00 4113  
BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: United Glass Inc.

1402 Progress Parkway, Suite C

Eveleth, MN 55734

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 4-Glass & Glazing

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Fifty Six Thousand Nine Hundred Ninety Seven Dollars      \$

~~2. **Work Scope** \_\_\_\_\_~~

~~The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$ \_\_\_\_\_ \$~~

~~3. **Work Scope** \_\_\_\_\_~~

~~The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$ \_\_\_\_\_ \$~~

~~4. **Work Scope** \_\_\_\_\_~~

~~The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$ \_\_\_\_\_ \$~~

~~5. Work Scope~~

~~The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:~~

~~\$ \_\_\_\_\_~~

~~\$~~

~~6. COMBINED WORK SCOPE BID~~

~~The Bidder agrees to perform all work in the following Work Scopes:~~

~~\_\_\_\_\_~~  
~~for the Combined Base Bid Sum of:~~

~~\$~~

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/2025 Addenda No. 2 Dated 07/29/2025

Addenda No. 3 Dated 07/30/2025 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

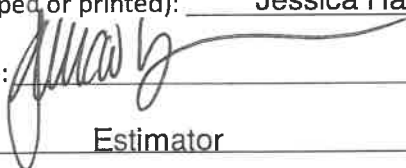
If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1402 Progress Parkway, Suite C

City: Eveleth State: MN Zip: 55734

Phone Number: 651-633-2529 Fax Number: 651-633-3839

Name (typed or printed): Jessica Hanson

Signature: 

Title: Estimator

Date: 8/6/2025

**END OF SECTION 00 4113**

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
United Glass, Inc.

1402 Progress Parkway, Suite C  
Eveleth, MN 55734

**OWNER:**

(Name, legal status and address)  
Duluth Public Schools, ISD #709

709 Portia Johnson Drive  
Duluth, MN 55811

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**SURETY:**

(Name, legal status and principal place  
of business)

Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

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

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

**PROJECT:**

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

Work Scope #4: Glass & Glazing in connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

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

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

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

Signed and sealed this 30th day of July, 2025

*[Signature]*  
Witness

United Glass, Inc.  
(Principal) *[Signature]* (Seal)  
President  
(Title)

*Melinda C. Blodgett*  
(Witness) Melinda C. Blodgett, Witness as to Surety

Swiss Re Corporate Solutions America Insurance Corporation  
(Surety) *[Signature]* (Seal)  
(Title) Nathan Weaver, Attorney-in-Fact

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



ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF )

On this 5th day of August, in the year 2025, before me personally appeared Keith Paulson, President of United Glass, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature], Notary Public
My Commission Expires: 1/31/2028

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 30th day of July, in the year 2025, before me personally come(s) Nathan Weaver, Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature] Melinda C. Blodgett, Notary Public
My Commission Expires: January 31, 2028

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON, JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature] Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

State of Illinois County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

[Signature] Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of July, 20 25.



[Signature] Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: St. Germain's Glass Co.

212 N 40th Ave W

Duluth MN, 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope Work Scope 04

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Seventy-Two Thousand & Fourteen Dollars \$ 72,014.00

2. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

3. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

4. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

5. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

N/A \$ N/A

ALTERNATES

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A





# AIA Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*

**St. Germain's Glass, Inc.**  
**212 N. 40th Ave West**  
**Duluth, MN 55807**

as Principal, hereinafter called the Principal, and  
*(Here insert full name and address or legal title of Surety)*

**Old Republic Surety Company**  
**P.O. Box 1976**  
**Des Moines, IA 50305**

a corporation duly organized under the laws of the State of **Wisconsin**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
*(Here insert full name and address or legal title of Owner)*

**ISD #709 – Duluth Public Schools**  
**215 North 1st Avenue E**  
**Duluth, MN 55802**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
*(Here insert full name, address and description of project)*

**ISD #709- Duluth Public Schools- DNT Building Renovation- Aluminum Storefront- Glazing**

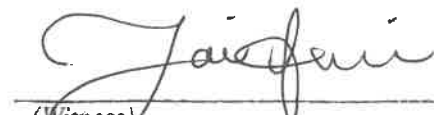
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **31st** day of **July, 2025**

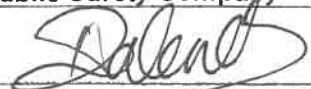
  
\_\_\_\_\_  
*(Witness)*

**St. Germain's Glass, Inc.**  
*(Principal)* \_\_\_\_\_ *(Seal)*

**Estimator**  
\_\_\_\_\_  
*(Title)*

  
\_\_\_\_\_  
*(Witness)*

**Old Republic Surety Company**  
*(Surety)* \_\_\_\_\_

  
\_\_\_\_\_  
*(Title)* **Name Alerndar** *(Seal)*  
**Attorney-in-Fact**

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ SS  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that \_\_\_he\_\_\_ executed the same as his/her/their free act and deed.

(Notary Seal)

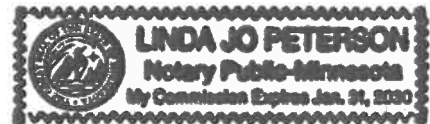
CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota SS  
COUNTY OF St. Louis

On the **31st** day of **July, 2025**, before me personally appeared Michael Moran to me known, who being by me duly sworn, did say that he/she is the Estimator of **St. Germain's Glass, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

*[Handwritten Signature]*



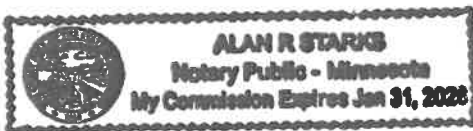
ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA SS  
COUNTY OF Hennepin

On the **31st** day of **July, 2025**, before me personally appeared **Name Alemdar** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Old Republic Surety Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

*[Handwritten Signature]*





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.


RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company


- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February 2022

  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY  
  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires: September 28, 2022  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662



Signed and sealed at the City of Brookfield, WI this 31st day of JULY, 2025

  
Assistant Secretary

ORSC 22262 (3-05)

Christensen Group - IRI



**ST. GERMAIN'S**  
— GLASS —

212 N. 40th Ave West | Duluth, MN 55807  
ph 218-628-0221 fax 218-628-0226  
[www.StGermainGlass.com](http://www.StGermainGlass.com)

August 4, 2025

Project: Duluth Public Schools – ISD 709 DNT Building Renovation  
424 West First Street  
Duluth, MN 55802

Acknowledgement Addendum : #1, #2, #3, #4

Sections included in this proposal:

Section 084113 – Aluminum-Framed Entrances and Storefronts

Section 087100 – Door Hardware

Section 088000 – Glazing

- Furnish & Install Aluminum Framed Storefronts:
  - AL- IV (1) Exterior
    - Dark Bronze Anodized
    - Door #106.1
      - Hardware Group # 4
    - 1" OA Tempered Glass Low E #3
  - AL- V (1) Exterior
    - Dark Bronze Anodized
    - Door #100.1
      - Hardware Group # 1
    - 1" OA Tempered Glass Low E #3
  - AL- IV (1) Interior
    - Dark Bronze Anodized
    - Door #100.2
      - Hardware Group # 2
    - ¼" Clear Tempered Glass
  - AL- VI (1) Exterior
    - Dark Bronze Anodized
    - Door #102
      - Hardware Group # 3
    - 1" OA Tempered Glass Low E #3
- Hollow Metal & Wood Door Lite Glazing:
  - B: (2)
    - ¼" Clear Tempered Glass
  - C (21)
    - ¼" Clear Tempered Glass
  - C (6)
    - Security Glazing Laminated Glass
- Hollow Metal Frame Glazing:
  - HM- II (13)





**ST. GERMAIN'S**  
— GLASS —

212 N. 40th Ave West | Duluth, MN 55807  
ph 218-628-0221 fax 218-628-0226  
[www.StGermainGlass.com](http://www.StGermainGlass.com)

- ¼" Clear Tempered Glass
- HM-III (1)
  - ¼" Clear Tempered Glass
- HM-VII (1)
  - ¼" Clear Tempered Glass
- HM-VIII (1)
  - ¼" Clear Tempered Glass

**FURNISH-INSTALLED-TAXED**

**PROPOSAL \$72,014.00 (SEVENTY-TWO THOUSAND AND FOURTEEN DOLLARS & 00/100)**

EXCLUSIONS: Opening Prep, Hollow Metal/Wood Doors and Frames, Mirrors, Final Keying, Final Cleaning, Field Testing, Wood Blocking.

*The pricing provided in this estimate is based on current material costs and does not include any potential tariffs, surcharges, or other government-imposed fees. If our material suppliers adjust their pricing due to changes in tariffs, surcharges, or other external factors beyond our control, we reserve the right to adjust our pricing accordingly. Any such adjustments will be communicated promptly, and a revised estimate or change order will be provided for approval before proceeding with the project.*

Thank you,

Michael Moran  
St. Germain's Glass Co



SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Pinnacle Wall Systems

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 05 GYPSUM ASSEMBLIES

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ONE MILLION SIXTY FIVE THOUSAND — \$ 1,065,000<sup>00</sup>

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

5. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_

\$ \_\_\_\_\_

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/28/25 Addenda No. 2 Dated 7/30/25  
Addenda No. 3 Dated 8/1/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4849 WHITE BEAR PKWY

City: WHITE BEAR LAKE State: MN Zip: 55110

Phone Number: 651-653-3303 Fax Number: 651-234-0863

Name (typed or printed): SAM CASPERS

Signature: [Handwritten Signature]

Title: EST / PM

Date: 8/5/25

END OF SECTION 00 4113

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Pinnacle Wall Systems, Inc.

4849 White Bear Parkway  
White Bear Lake, MN 55110

**OWNER:**

(Name, legal status and address)  
Duluth Public Schools, ISD #709

709 Portia Johnson Drive  
Duluth, MN 55811

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**PROJECT:**

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

Work Scope #5 - Gypsum Assemblies In connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

**SURETY:**

(Name, legal status and principal place of business)  
Amerisure Mutual Insurance Company

PO Box 9098  
Farmington Hills, MI 48333-9098

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

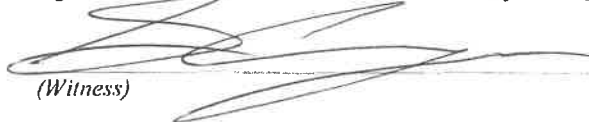
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

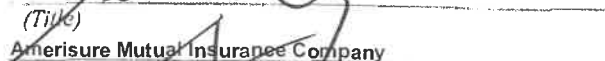
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 5th day of August, 2025

  
(Witness)

Pinnacle Wall Systems, Inc.  
(Principal) (Seal)

  
(Title)

Amerisure Mutual Insurance Company  
(Surety) (Seal)

  
(Witness) Ryan-Olivia Evlyn Lundy

(Title) Ted Jorgensen, Attorney-in-Fact

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



Init.

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061110

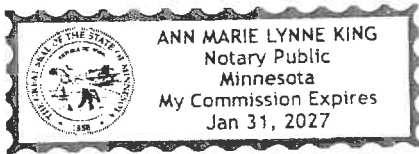
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF \_\_\_\_\_ )

On this 5th day of August, in the year 2025, before me personally appeared Jack Mulcahy, owner of Pinnacle Wall Systems, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature], Notary Public  
My Commission Expires: 1.31.27

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 5th day of August, in the year 2025, before me personally come(s) Ted Jorgensen, Attorney-in-Fact of Amerisure Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Amerisure Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Ryan-Olivia Evlyn Lundy, Notary Public  
My Commission Expires: January 31, 2029



AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

NICOLE STILLINGS, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH, COLBY D. WHITE, TED JORGENSEN, RACHEL THOMAS,  
JOSHUA R. LOFTIS, R.C. BOWMAN, MELINDA BLODGETT, SARAH DRAGT, NATHAN WEAVER, TINA L. DOMASK, ROSS SQUIRES,  
MICHELLE MORRISON and KRISTINE M. BECKS, JOSEPH CARDINAL, RYAN-OLIVIA E. LUNDY, AUSTIN MUEHLSCHLEGEL

of Holmes, Murphy, and Associates, LLC its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS**

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:   
Michael A. Ito, Senior Vice President Surety

By:   
Aaron Green, Vice President Surety

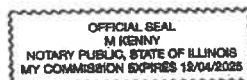


IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of September, 2024.

**Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company**

State of Illinois  
County of Kane

On this 11th day of September, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of August, 2025.

Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 00 4113  
BID FORM

PROPOSAL BID FORM

BID TO:  
Duluth Public Schools, ISD 709  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: \_\_\_\_\_  
Mulcahy Nickolaus LLC  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

05 Gypsum Assemblies

1. **Work Scope** \_\_\_\_\_  
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ One Million Two Hundred Eighty Nine Thousand Five Hundred \$ 1,289,500.00

2. **Work Scope** NA  
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ NA \$ NA

3. **Work Scope** NA  
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ NA \$ NA

4. **Work Scope** \_\_\_\_\_  
The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:  
\$ NA \$ NA

5. **Work Scope** NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

NA \$ NA

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

NA  
(Add, Deduct, No Change) \$ NA \$ NA

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07-25-25 Addenda No. 2 Dated 07-29-25

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2980 Granada LN N

City: Oakdale State: MN Zip: 55128

Phone Number: 651-239-4595 Fax Number: 651-770-8118

Name (typed or printed): Dan Rygwalski

Signature: 

Title: Estimator Project Manager

Date: 8-6-25

**END OF SECTION 00 4113**

# Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

Mulcahy Nickolaus, LLC  
2980 Granada Lane, Suite 100  
Oakdale, MN 55128

**SURETY:**  
*(Name, legal status and principal place of business)*

Swiss Re Corporate Solutions  
America Insurance Corporation  
1200 Main St., Suite 800  
Kansas City, MO 64105-2478

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

**OWNER:**  
*(Name, legal status and address)*

Independent School District #709  
Duluth Public Schools  
719 Portia Johnson Dr  
Duluth MN 55802

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

**BOND AMOUNT:** Five Percent of the Amount of the Attached Bid - (5%)

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

Duluth Public Schools ISD 709 Education Center  
424 West First St  
Duluth MN 55802

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

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

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

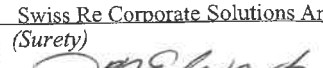
Signed and sealed this 31st day of July, 2025

  
*(Witness)*

Mulcahy Nickolaus, LLC  
*(Principal)*  *(Seal)*

  
*(Title)*

  
*(Witness)*

Swiss Re Corporate Solutions America Insurance Corporation  
*(Surety)*  *(Seal)*

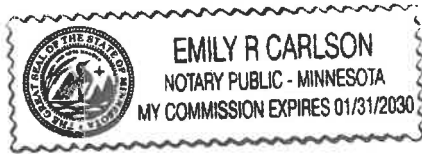
  
*(Title)* Jordan Edwards, Attorney-in-Fact

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

ACKNOWLEDGMENT OF SURETY

State of Minnesota)  
County of Hennepin)

On this 31<sup>st</sup> day of July, 20 25, before me personally appeared Jordan Edwards to me known, who, being by me duly sworn, did depose and say: that s/he resides at Burnsville, Minnesota, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



*[Signature]*  
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota )  
County of Washington )

On this 31<sup>st</sup> day of July, 20 25, before me personally appeared Rob Nickolaus, to me known, who being by me first duly sworn, did depose and say that s/he resides in Hudson, WI that s/he is the Vice President of Mulcahy Nickolaus, LLC the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



*[Signature]*  
Notary Public

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMLI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 25TH day of SEPTEMBER, 20 23

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 20 25.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

RTL Construction

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Miller Architects 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the Duluth Public Schools ISD 709 Education Center, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 5 - Gypsum wallboard assemblies

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One million, eight hundred eighty-nine thousand, nine hundred fifty nine \$1'889'959

- 2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

- 3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

- 4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

5. **Work Scope**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$ \_\_\_\_\_

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/28/25 Addenda No. 2 Dated 7/30/25  
Addenda No. 3 Dated 8/1/25 Addenda No. 4 Dated 8/5/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 290 Sarazin Street  
City: Shakopee State: MN Zip: 55379  
Phone Number: 952-934-4695 Fax Number: 952-934-8380  
Name (typed or printed): SHAWN LARSON  
Signature: [Signature]  
Title: VP  
Date: 8/5/25

**END OF SECTION 00 4113**

# AIA Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)

**RTL Construction, Inc.**  
290 Sarazin Street  
Shakopee, MN 55379

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)

**Westfield Insurance Company**  
P.O. Box 5001  
Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**  
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

**ISD 709 - Duluth Public Schools**

**719 Portia Johnson Drive**

**Duluth, MN 55802**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment


of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)

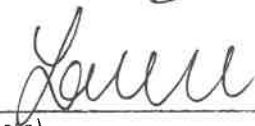
**DNT Building Renovation - Duluth Public Schools, ISD 709 - Work Scope 5 -  
Gypsum Wallboard Assemblies**

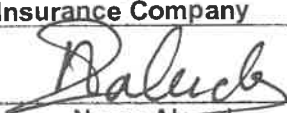
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the  
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal  
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed  
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good  
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and sealed this **6<sup>th</sup>** day of **August, 2025**

  
\_\_\_\_\_  
(Witness)

**RTL Construction, Inc.**  
(Principal) \_\_\_\_\_ (Seal)  
  
\_\_\_\_\_  
(Title) **VP**

  
\_\_\_\_\_  
(Witness)

**Westfield Insurance Company**  
(Surety) \_\_\_\_\_  
  
\_\_\_\_\_  
(Title) **Name Atendar** (Seal)  
**Attorney-in-Fact**

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ SS  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that \_\_\_he\_\_\_ executed the same as his/her/their free act and deed.

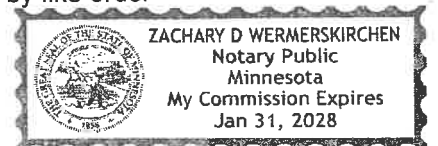
(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MN \_\_\_\_\_ SS  
COUNTY OF Rice \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Shawn Larson to me known, who being by me duly sworn, did say that he/she is the VP of **RTL Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

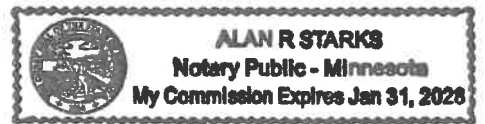


ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA \_\_\_\_\_ SS  
COUNTY OF **Hennepin** \_\_\_\_\_

On the 6<sup>th</sup> day of August, 2025, before me personally appeared **Name Alemdar** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **Westfield Insurance Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)



General  
Power  
of Attorney

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **ALAN STARKS, NAME ALEMDAR, JEFFREY SETTEM, MELISSA M. NORDIN, TYLER GERADS, JOINTLY OR SEVERALLY**

of EDEN PRAIRIE and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of JUNE A.D., 2021 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 15th day of JUNE A.D., 2021 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of August A.D., 2025 .



**Frank A. Carrino, Secretary**

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Mulcahy Nickolaus

2980 Granada Lane N

Oakdale, MN 55128

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 6- Painting

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One hundred seventy four thousand, one hundred and ninety five dollars

2. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2025 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. 2 Dated 7/29/2025 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2980 Granada Lane N

City: Oakdale State: MN Zip: 55128

Phone Number: 651-770-5250 Fax Number: 651-770-8118

Name (typed or printed): Derek Wiles

Signature: *Derek Wiles*

Title: Project Manager

Date: 8/6/2025

**END OF SECTION 00 4113**

# Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
Mulcahy Nickolaus, LLC  
2980 Granada Lane, Suite 100  
Oakdale, MN 55128

**SURETY:**  
*(Name, legal status and principal place of business)*

Swiss Re Corporate Solutions  
America Insurance Corporation  
1200 Main St., Suite 800  
Kansas City, MO 64105-2478

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

**OWNER:**  
*(Name, legal status and address)*  
Independent School District #709  
Duluth Public Schools  
719 Portia Johnson Dr  
Duluth MN 55802

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

**BOND AMOUNT:** Five Percent of the Amount of the Attached Bid - (5%)

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
Duluth Public Schools ISD 709 Education Center  
424 West First St  
Duluth MN 55802

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

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


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

Signed and sealed this 31st day of July, 2025

  
*(Witness)*

Mulcahy Nickolaus, LLC  
  
*(Principal)* *(Seal)*

  
*(Witness)*

Swiss Re Corporate Solutions America Insurance Corporation  
  
*(Surety)* *(Seal)*

  
*(Title)* Jordan Edwards, Attorney-in-Fact

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

Init.

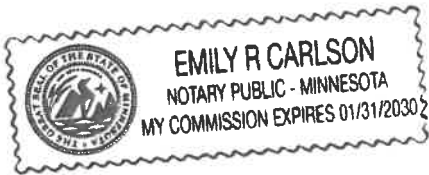
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cs1110

ACKNOWLEDGMENT OF SURETY

State of Minnesota)  
County of Hennepin)

On this 31<sup>st</sup> day of July, 2025, before me personally appeared Jordan Edwards to me known, who, being by me duly sworn, did depose and say: that s/he resides at Burnsville, Minnesota, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Minnesota)  
County of Washington )

On this 31<sup>st</sup> day of July, 2025, before me personally appeared Bob Nickolaus, to me known, who being by me first duly sworn, did depose and say that s/he resides in Hudson, WI that s/he is the Vice President of Mulcahy Nickolaus, LLC the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 25TH day of SEPTEMBER, 20 23

State of Illinois County of Cook Swiss Re Corporate Solutions America Insurance Corporation Swiss Re Corporate Solutions Premier Insurance Corporation Westport Insurance Corporation

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 20 25

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Steinbrecher Painting Company  
1408 7th St. N.  
Princeton MN 55371

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 6 Painting

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Eighty - Two Thousand \$ 182,000

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated July 25, 25 Addenda No. 2 Dated July 29, 25

Addenda No. 3 Dated July 31, 25 Addenda No. 4 Dated August 4, 25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1408 7th St. N.

City: Princeton State: MN Zip: 55371

Phone Number: 612-202-7579 Fax Number: 763-389-5092

Name (typed or printed): NRE Nowak

Signature: NRE Nowak

Title: President

Date: 8-5-2025

END OF SECTION 00 4113

# AIA Document A310™ – 2010

Bond No. JB002392

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Steinbrecher Painting Company  
1408 - 7th Street North  
PO Box 159  
Princeton, MN 55371

**SURETY:**

*(Name, legal status and principal place of business)*  
Old Republic Surety Company  
PO Box 1635

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

**OWNER:**

*(Name, legal status and address)*  
ISD#709-Duluth Public Schools

Milwaukee, WI 53201-1635

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

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

**PROJECT:** Duluth Public Schools Education Center

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

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

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

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

Signed and sealed this 5th day of August, 2025

*Amy Dork*  
*(Witness)*

Steinbrecher Painting Company  
*[Signature]* *(Seal)*  
*(Principal)*

*Walter [Signature]*  
*(Witness)*

Old Republic Surety Company  
*[Signature]* *(Seal)*  
*(Surety)*  
*(Title) Attorney-in-Fact* Troy Staples

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

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### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

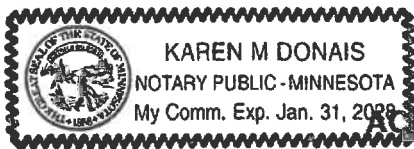
\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN )  
County of Mille Lacs )

On this 5 day of August, in the year 2025, before me personally come(s) Nick Nowak, to me known, who, being duly sworn, deposes and says that he/she is the President of the Steinbrecher Painting Company the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

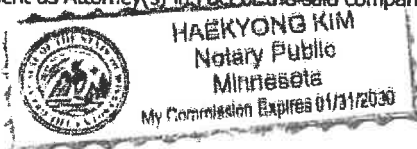
Karen M Donais  
Notary Public



### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 5th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Old Republic Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Haekyong Kim  
Notary Public



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: The OLD REPUBLIC SURETY COMPANY, a Wisconsin stock Insurance corporation, does make, constitute and appoint: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP of WEST ST PAUL, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bell bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2023, personally came before me, Alan Pavlic

and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0375



Signed and sealed at the City of Brookfield, WI this 5th day of August, 2025

ORSC 22202 (3-08)

Karen J. Haffner
Assistant Secretary

PATE BONDING, INC.



**PATE  
BONDING  
INC.**

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

Steinbrecher Painting Company  
1408 - 7th Street North PO Box 159  
Princeton, MN 55371

### ***Bid Bond Results Form***

**PROJECT OWNER:** ISD#709-Duluth Public Schools

**BID DATE:** August 6th 2025

**PROJECT NAME:** Duluth Public Schools Education Center

**APPROX. BID AMOUNT:** \*\$200,000.00

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

**BOND NUMBER:** JB002392

#### **PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN**

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

Comments

\_\_\_\_\_ **By:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**PLEASE RETURN THIS FORM TO PATE BONDING, INC.**  
*Your assistance in providing us with all of your bid results is appreciated*

**PBI-TZ**

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

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

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Swanson & Youngdale, INC.

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 06

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Eighty Five Thousand Five Hundred Fifteen and 00/100

\$ **185,515.00**

2. **Work Scope** N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ **0.00**

3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ **0.00**

4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A

\$ **0.00**

5. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ 0.00

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

N/A \_\_\_\_\_

for the Combined Base Bid Sum of:

N/A \$ 0.00

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ 0.00

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025

Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/4/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3805 Prosperity Rd.

City: Duluth State: MN Zip: 55811

Phone Number: (218) 727-6682 Fax Number: (218) 727-4435

Name (typed or printed): Joel Swanson

Signature: 

Title: Vice President

Date: 8/06/2025

**END OF SECTION 00 4113**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Swanson & Youngdale Inc.  
6565 West 23rd Street  
Minneapolis, MN 55426

### SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company  
301 East Fourth Street  
Cincinnati, OH 45202

### Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55802

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

### PROJECT:

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

Duluth Public Schools, ISD #709 - Education Center  
424 West First Street, Duluth, MN 55802

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


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

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

Signed and sealed this 25th day of July, 2025

  
\_\_\_\_\_  
(Witness)

Swanson & Youngdale Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title)

Great American Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Witness)

By:   
\_\_\_\_\_  
(Title) Kelly Nicole Enghauser, Attorney-in-Fact



# Corporate Acknowledgment

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 25th day of July, 2025, before me personally appeared  
Joel Swanson

To me known, who being by me  
duly sworn, did say that he is the Vice President of the  
Swanson & Youngdale, Inc.

corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal is affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his/her name thereto by like order.



(Notary Seal)

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public Signature

# Acknowledgment of Corporate Surety

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 25th day of July, 2025, before me appeared  
Kelly Nicole Enghauser

, to be known,  
who being by me duly sworn did say that (s)he is the aforesaid Attorney-in-Fact of the  
Great American Insurance Company

a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



(Notary Seal)

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public Signature

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **SEVEN**

No. 0 21682

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHELLE HALTER NICOLE LANGER KELLY NICOLE ENGHAUSER HALEY PFLUG	JESSICA HECKER HEATHER R. GOEDEL BLAKE S. BOHLIG	ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 01 day of FEBRUARY 2023



*Stephen C. Beraha*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark Vicario*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 01 day of FEBRUARY, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of July, 2025



*Stephen C. Beraha*  
Assistant Secretary



August 6, 2025

Jason Filipek  
ICS  
525 S. Lake Avenue, Suite 222  
Duluth, MN 55802

Re: **Duluth Public Schools - ISD 709 DNT Building Renovations - Clarification Letter**  
Duluth, MN

Dear Jason:

We propose to furnish labor, material, and equipment to complete Work Scope 6, at the above referenced per Miller Architects plans dated 5/9/2025 & noted addendum 1-4 for the sum of **\$185,515.00**.

**Work to include:**

- Painting new & existing gypsum, plaster, CMU walls with 1 coat prime & 2 coats Sherwin Williams Promar 200 eggshell or epoxy as indicated
- Painting new & existing ceilings with 1 coat prime & 2 coats Sherwin Williams Promar 200 eggshell
- Prepping & painting concrete floors where indicated on A-502 with Sherwin Williams ArmorSeal 1000 HS
- Painting hollow metal doors & frames, stairs, handrail & guardrail with 1 coat prime as needed & 2 coats Sherwin Williams Pro Industrial waterbased alkyd urethane semi-gloss

**Notes:**

- Does not include taping, wall prep or skimming – to be completed by Work Scope 5
- Does not include caulking
- Does not include furnishing or installing wallcoverings
- Does not include any exterior work - unless listed above
- Does not include filling nail holes
- Does not include furnishing or installing FRP
- Does not include painting any existing walls or ceilings not called out as painted on A-502
- Does not include any floor finishes - unless noted above
- Not to include Lead paint and/or any other known or unknown environmentally hazardous substances.

<b>Alternate No.1A:</b> Water Service	N/A
<b>Alternate No.1B:</b> Water Service	N/A
<b>Alternate No.1C:</b> Water Service	N/A
<b>Alternate No.1D:</b> Water Service	N/A
<b>Alternate No.2:</b> Infill	N/A
<b>Alternate No.3:</b> Raceway	N/A
<b>Alternate No.4:</b> ATS	N/A
<b>Alternate No.5:</b> DDC	N/A

**Option / add:** Brush & roll finish coat after all other finishes are installed **\$33,976.00**

- Referenced in schedule but not in spec

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,  
SWANSON & YOUNGDALE, INC.



Robert Parks

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Northland Flooring and Design, LLC

21844 US Highway 169

Grand Rapids, MN 55744

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope** #8 - Tiling

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ two hundred eighty thousand and 00/100 dollars

**2. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**3. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**4. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, ) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25

Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 21844 US Highway 169

City: Grand Rapids State: MN Zip: 55744

Phone Number: (218) 999-7666 Fax Number: (218) 999-7667

Name (typed or printed): Terry Steel

Signature: 

Title: President

Date: 8/6/2025

**END OF SECTION 00 4113**



# Document A310™ – 2010

Bond No. FB0004752

## Bid Bond

**CONTRACTOR:**

*Name, legal status and address*  
Northland Flooring & Design, LLC  
21844 US Highway 169  
  
Grand Rapids, MN 55744

**SURETY:**

*(Name, legal status and principal place of business)*  
GRANITE RE, INC.  
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*  
ISD#709-Duluth Public Schools

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

**PROJECT:** Bid #1340, Duluth Public Schools, ISD #709 - Education Center (Work Scope #8 Tiling)

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

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

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

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

Signed and sealed this 30th day of July, 2025

*(Witness)*  
  
*(Witness)*

Northland Flooring & Design, LLC  
*(Principal)*   
*(Title) President*  
GRANITE RE, INC.  
*(Surety)*   
*(Title) Attorney-in-Fact* Troy Staples

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

**Init.** AIA Document A310™— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF SURETY**

State of Minnesota )  
County of Dakota )

On this 30th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



*Teresa Bettger*  
\_\_\_\_\_  
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )



[Signature]
Kenneth D. Whittington, President

[Signature]
Kyle P. McDonald, Assistant Secretary

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

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



[Signature]
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
30th day of July, 2025.



[Signature]
Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Grazzini Brothers & Company

1175 Eagan Industrial Road, Eagan, MN 55121

Steven Olson solson@grazzini.com

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

**1. Work Scope** 8 - Tile

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ THREE HUNDRED THIRTY SEVEN THOUSAND THREE HUNDRED DOLLARS

**2. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**3. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**4. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

5. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

6. **COMBINED WORK SCOPE BID**

- The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/25  
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1175 Eagan Industrial Road

City: Eagan State: MN Zip: 55121

Phone Number: 651-994-4138 Fax Number: 651-452-2701

Name (typed or printed): Steven Olson

Signature: Steven Olson Digitally signed by Steven Olson  
Date: 2025.08.05 10:46:57 -05'00'

Title: Senior Project Manager

Date: 8/5/2025

**END OF SECTION 00 4113**

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Grazzini Brothers & Company

1175 Eagan Industrial Road  
Eagan, MN 55121

**OWNER:**

*(Name, legal status and address)*  
Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55811

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N Franklin St.  
Chicago, IL 60606

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

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

**PROJECT:**

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

Work Scope #8 Tiling In connection with Duluth News Tribune (DNT) Building Renovation; Duluth, MN

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

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

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

Signed and sealed this **28th** day of **July, 2025**

  
*(Witness)*

  
*(Witness)* Joseph Cardinal

Grazzini Brothers & Company  
*(Principal)*  *(Seal)*

*(Title)* Gregory P. Grazzini, President/CEO

Western Surety Company  
*(Surety)*  *(Seal)*

*(Title)* Joshua R. Loftis, Attorney-in-Fact

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

init. AIA Document A310<sup>™</sup> – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).  
061110



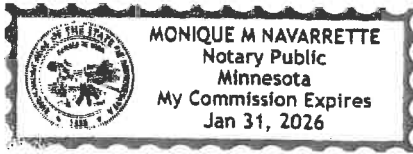
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF Dakota )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared Gregory P. Grazzini, President/CEO of Grazzini Brothers & Company, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Handwritten Signature] , Notary Public

My Commission Expires: \_\_\_\_\_

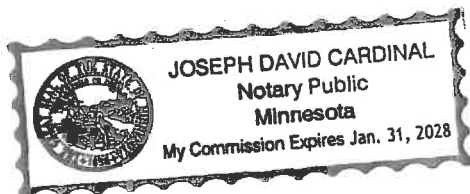
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 28th day of July, in the year 2025, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Western Surety Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Western Surety Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Handwritten Signature] Joseph Cardinal, Notary Public

My Commission Expires: 01/31/2028

# 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

**R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Melinda C. Blodgett, Brian J. Oestreich, Ted Jorgensen, Sandra M. Engstrum, R. C. Bowman, Lin Ulven, Emily White, Nathan Weaver, Colby D White, Michelle Morrison, Individually**

of Minneapolis, 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 30th day of January, 2024.



WESTERN SURETY COMPANY

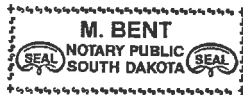
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of January, 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, 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 28th day of July, 2025.



WESTERN SURETY COMPANY

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](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Johnson Carpet One

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 08 Tiling

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four hundred ninety one thousand \$ 491,000

2. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

*NA*

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated \_\_\_\_\_ Addenda No. 3 Dated \_\_\_\_\_

Addenda No. 2 Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

3

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5611 Grand Ave

City: Duluth State: Mn Zip: 55807

Phone Number: 218-628-2244 Fax Number: 218-628-2132

Name (typed or printed): Dave Fulde

Signature: [Signature]

Title: V president

Date: 8/6/2025

END OF SECTION 00 4113



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:** (Name, legal status and address)

JOHNSON'S CARPET TILE AND LINOLEUM CO.

5611 GRAND AVE, DULUTH, MN 558072539

**OWNER:** (Name, legal status and address)

ISD 709 - DULUTH PUBLIC SCHOOLS

719 PORTIA DR, DULUTH, MN 55802

**BOND AMOUNT:**

Five and 00/100 Percent of the Bid Amount

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

DULUTH PUBLIC SCHOOLS ISD 709 EDUCATION CENTER

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 5th day of August 2025

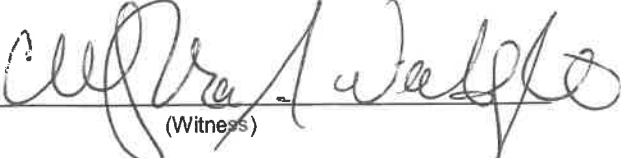
**SURETY:** (Name, legal status and principal place of business)

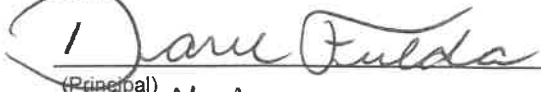
**United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407**

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

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

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

JOHNSON'S CARPET TILE AND LINOLEUM CO.  
  
\_\_\_\_\_  
(Principal) (Seal)  
President  
\_\_\_\_\_  
(Title)

**UNITED FIRE & CASUALTY COMPANY**  
  
\_\_\_\_\_  
(Surety) (Seal)  
Attorney in Fact  
\_\_\_\_\_  
(Title)



**UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA**  
**UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX**  
**FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA**  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

Bond No.: 00017819  
 Oblige:

ISD 709 - DULUTH PUBLIC SCHOOLS 719  
 PORTIA DR DULUTH, MN 55802

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA SUND, TIMOTHY J. ROTHE, CHAD P. MATUSHAK, STEVEN KIMMES, PAMELA J. CARLSON, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JAGIE OLSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire December 4th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of August, 2025

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY



By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 5th day of August, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*

Notary Public  
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 5th day of August, 2025.

By: *Mary A Bertsch*

Assistant Secretary,  
 UF&C, UF&I & FPIC



(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public within and for said county, personally appeared, \_\_\_\_\_

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that \_\_\_he\_\_\_ executed the same as \_\_\_h\_\_\_ free act and deed.

Notary Public, \_\_\_\_\_
County, \_\_\_\_\_
My commission expires \_\_\_\_\_

(Notarial Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota )
COUNTY OF St Louis )

On the 16 day of August 2025, before me personally appeared Dave Fulda

to me known, who being by me duly sworn, did depose and say: that he resides in Duluth, MN that he is the Vice President of the Johnson Carpet One

the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order.



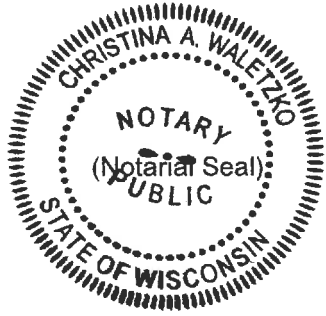
Sherry Lee Holtketter
Notary Public, St. Louis
County, Minnesota
My commission expires Jan 31, 2030

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Wisconsin )
COUNTY OF Douglas )

On this 5 day of August 2025, before me appeared Jacie Olson

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Jacie Olson
Notary Public, Douglas
County, Wisconsin
My Commission expires 7/21/2027

SECTION 00 4113  
BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Twin City Acoustics, Inc.

9449 Science Center Drive, Suite 100

New Hope, MN. 55428

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 09 Acoustical Ceilings

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One hundred twenty eight thousand four hundred dollars \$ 128,400.00

2. **Work Scope** Na

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ 0 \$ 0

3. **Work Scope** NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ 0 \$ 0

4. **Work Scope** NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ 0 \$ 0

5. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ 0 \$0

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

0 \$0

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 0 \$0

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7-28 Addenda No. 2 Dated 7-30

Addenda No. 3 Dated 8-1 Addenda No. 4 Dated 8-5

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 9449 Science Center Drive, Suite 100

City: New Hope State: Mn Zip: 55803

Phone Number: 218-343-4113 Fax Number: 218-729-0827

Name (typed or printed): Bret Ehnes

Signature: *Bret Ehnes*

Title: Project Manager

Date: 8-6-2025

**END OF SECTION 00 4113**

# CNA SURETY

## Bid Bond

Bond No. Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Twin City Acoustics, Inc.  
9449 Science Center Drive  
New Hope, MN 55428

**SURETY: Western Surety Company: South Dakota Corporation**

*(Name, legal status and principal place of business)*

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

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

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

**OWNER:**

*(Name, legal status and address)*

ISD 709 – Duluth Public Schools  
719 Portia Johnson Dr  
Duluth, Minnesota 55802

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid

**PROJECT:**

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

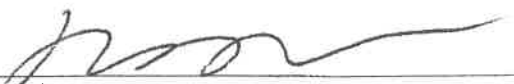
DULUTH PUBLIC SCHOOLS ISD 709 EDUCATION CENTER  
Work Scope 09-C – Ceiling and Acoustical Treatment  
Duluth, MN

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

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

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

Signed and sealed this 31st day of July, 2025

  
\_\_\_\_\_  
(Witness)

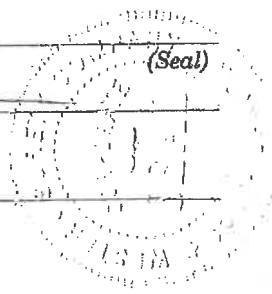
Twin City Acoustics, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title) Dave Brinker, President  
Western Surety Company

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title) Anthony Gross, Attorney-In-Fact



Printed in cooperation with the American Institute of Architects (AIA).  
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

# 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

**Brenda L Parker, Judith L Jorissen, Zared Lefor, Phoebe L Kuntz, Michael J Boub, Tiffany Meduna, Gail T Hayes, Kristina Holtgard, Senada Ranglall, Susan B Fischer-LeBeau, Ashley Farthing, Kathy Kramer, Charles P Klabo, Jordan Kvale, Seth Farkas, Anthony Gross, Amy Glanzer, Individually**

of Fargo, ND, 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 22nd day of May, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of May, 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 31st day of July, 2025.



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 27<sup>th</sup> 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](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**ACKNOWLEDGMENT OF PRINCIPAL**

State of Minnesota

County of Hennepin

On this 31st day of July, 2025 before me a Notary Public in and for the State of Minnesota personally appeared Dave Brinker know to me to be the President of the principal described in the within instrument and who executed the same and acknowledge to me that he/she executed the same for on behalf of the said principal.



(SEAL)

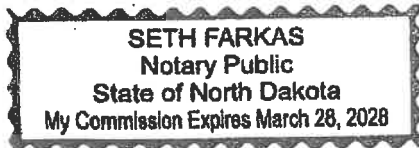
*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF SURETY**

State of North Dakota

County of Cass

On this 31st day of July, 2025 before me a Notary Public in and for the State of North Dakota, personally appeared Anthony Gross know to be the Attorney-In-Fact of the Surety described in the within instrument and who executed the same and acknowledge to me the he/she executed the same for on behalf of the said Surety.



(SEAL)

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Sorlie Acoustics Inc.

4729 Martin Rd. Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #9 - Acoustical Ceilings

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Ninety Thousand Six Hundred Eighty Five

\$ 190,685.00

2. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$ 0.00

3. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$ 0.00

4. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$

\$ 0.00

5. **Work Scope**  N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ 0.00

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$ 0.00

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$  N/A  \$ 0.00

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/2025

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4729 Martin Rd.

City: Duluth State: MN Zip: 55803

Phone Number: 218-733-7055 Fax Number: \_\_\_\_\_

Name (typed or printed): Matt Olin

Signature: 

Title: President

Date: 8/5/2025

**END OF SECTION 00 4113**

# AIA Document A310™ – 2010

Bond No. RB0098456

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Sorlie Acoustics, Inc.

4729 Martin Road

Duluth, MN 55803

**SURETY:**

*(Name, legal status and principal place of business)*

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

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

**PROJECT:** Project No. 33231, Duluth Public Schools ISD 709 Education Center

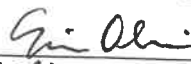
*(Name, location or address, and Project number, if any)*

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

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

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

Signed and sealed this 25th day of July, 2025

  
*(Principal)*

Sorlie Acoustics, Inc.  
*(Principal)*  *(Seal)*

  
*(Witness)*

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

*(Title) Attorney-in-Fact* Troy Staples

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

Init / **AIA Document A310™— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN )  
County of St. Louis )

On this 5th day of August in the year 2025 before me personally come(s) Matt Olin to me known, who, being duly sworn, deposes and says that he/she is the President of the Sorlie Acoustics the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Erin M Olin  
Notary Public 1-31-28

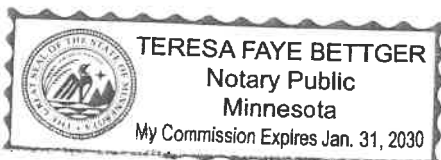


### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 25th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in of the said company by like order.

Teresa Faye Bettger  
Notary Public



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )



[Signature of Kenneth D. Whittington]
Kenneth D. Whittington, President
[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

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

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



[Signature of Bethany J. Alred]
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
25th day of July, 2025.



[Signature of Kyle P. McDonald]
Kyle P. McDonald

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

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

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

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

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

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

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



*Kenneth D. Whittington*  
\_\_\_\_\_  
Kenneth D. Whittington, President  
*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

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

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



*Bethany J. Alred*  
\_\_\_\_\_  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 25th day of July, 2025.



*Kyle P. McDonald*  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Schaefer Acoustics, Inc.  
3947 E. Calvary Rd.  
Duluth, mn 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Miller Architects 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the Duluth Public Schools ISD 709 Education Center, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 9 - Acoustical Ceilings

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two Hundred, Thirty-Two Thousand, Six Hundred, Eighty + 00/100 \$ 232,680.<sup>00</sup>

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_ n/a \_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/28/25 Addenda No. 3 Dated 7/31/25  
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3947 E. Calvary Rd.

City: Duluth State: mn Zip: 55803

Phone Number: 218-722-6513 Fax Number: 218-722-1556

Name (typed or printed): Wendy Schaefer

Signature: Wendy Schaefer

Title: President

Date: ~~7/31/25~~  
8/6/25

END OF SECTION 00 4113

## **SCHAEFER ACOUSTICS, INC.**

3947 E. Calvary Road, Duluth, MN 55803  
(218) 722-6513 Office (218) 722-1556 Fax

Specializing in:  
Acoustical Ceilings, Linear Ceilings & Wall Panels

### **BID SHEET**

August 6, 2025

**PROJECT: DULUTH PUBLIC SCHOOLS DNT BUILDING RENOVATION**

**WORK SCOPE 9 - ACOUSTICAL CEILINGS**

**SECTION: 9510 - ACOUSTICAL CEILINGS**

**BASE BID: \$232,680.00**

**This bid includes labor, material and tax.**

- **Dumpster provided by Controlling Contractor, Construction Manager or Owner.**
- Toilet Facilities provided by controlling contractor or owner\*
- Unless notified of award, material quote will expire 60 days from today.
- **Material pricing good through September 30th 2026 with materials on site.**
- **Schaefer Acoustics is Women Owned Certified with the State of Minnesota.\*\***
- **Schaefer Acoustics is TGB Certified with the State of Minnesota.\*\***
- **Supplier is WBE Certified.**
- **Coordination Drawings are not included. Submittals & Samples are included.**
- **Price escalation may be required due to possible tariffs.\*\*\***
- **Bid as per the reflected Ceiling Plan. The Room Finish Schedule and the Reflected Ceiling Plan do not match.**

**ALTERNATES: NONE**

**ADDENDUM'S: #1, #2, #3 & #4**

Respectfully Submitted  
Wendy Schaefer  
Schaefer Acoustics, Inc.

# AIA Document A310™ – 2010

Bond No. FB0004747

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Schaefer Acoustics, Inc.

3947 East Calvary Road

Suite 205

Duluth, MN 55803

**SURETY:**

*(Name, legal status and principal place of business)*

GRANITE RE, INC.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

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

**PROJECT:** Duluth Public Schools ISD 709 Education Center

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

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

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

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

Signed and sealed this 29th day of July, 2025

\_\_\_\_\_  
*(Witness)*  
*Ana Bettger*  
\_\_\_\_\_  
*(Witness)*

Schaefer Acoustics, Inc.  
*(Principal)* *[Signature]* *(Seal)*  
\_\_\_\_\_  
*(Title)*  
GRANITE RE, INC.  
*(Surety)* *[Signature]* *(Seal)*  
\_\_\_\_\_  
*(Title)* Attorney-in-Fact Troy Staples

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

init. AIA Document A310™— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

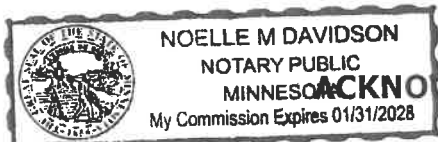
\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of St. Louis )

On this 6<sup>th</sup> day of August, in the year 2025, before me personally come(s) Wendy Schaefer to me known, who, being duly sworn, deposes and says that he/she is the President of the Schaefer Acoustics, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Noelle Davidson  
Notary Public

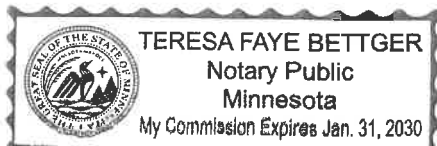


### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 29th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re. Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

Teresa Bettger  
Notary Public



**GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

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

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


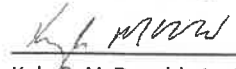
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

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

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

STATE OF OKLAHOMA )  
                                          ) SS:  
COUNTY OF OKLAHOMA )

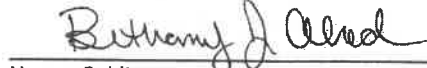


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

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

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



  
\_\_\_\_\_  
Bethany J. Alred  
Notary Public

**GRANITE RE, INC.  
Certificate**

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of July, 2025.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Acoustics Associates  
10750 Xylon Ave N Suite 140  
Brooklyn Park, MN 55445

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 09 Acoustical Ceilings

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two hundred thirty eight and six hundred ninety dollars and <sup>10</sup>/<sub>100</sub> \$ 238,690<sup>00</sup>

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ NA

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ NA

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ NA

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25  
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 10758 Xylon Ave N Suite 140  
City: Brooklyn Park State: MN Zip: 55445  
Phone Number: 763-458-3137 Fax Number: —  
Name (typed or printed): Ryan Grefsheim - Acoustics Associates  
Signature: Ryan Grefsheim  
Title: Executive Vice President  
Date: 8/5/25

**END OF SECTION 00 4113**

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**BID BOND**

The American Institute of Architects,  
AIA® Document A310™ (2010 Edition)

**BondNo.B 1338123**

ADDITIONS AND DELETIONS:

**CONTRACTOR:**

(Name, legal status and address)

**Acoustics Associates, Inc.**  
10750 Xylon Avenue N. STE 140  
Brooklyn Park, MN 55445

**SURETY:**

(Name, legal status and principal place of business)

**Selective Insurance Company of America**  
40 Wantage Avenue  
Branchville, NJ 07890

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

**OWNER:**

(Name, legal status and address)

**Duluth Public Schools ISD #709**  
4316 Rice Lake Rd.  
Duluth, MN 55811

**BOND AMOUNT: 5 % Percent of the Total Bid Amount**

**PROJECT:**

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

**Duluth Public Schools ISD 709 Education Center Work Scope 09- Acoustical Ceilings**

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

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

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

Signed and sealed this 4th day of August, 2025

**Acoustics Associates, Inc.**  
(Contractor as Principal) (Seal)

(Witness)

(Title)

(Witness)

**Selective Insurance Company of America**  
(Surety) (Seal)

(Title) **Julian Thelen, Attorney-in-Fact**

# SELECTIVE INSURANCE®

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1338123

## POWER OF ATTORNEY

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Julian Thelen**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of:

**Thirty Million Dollars (\$30,000,000.00)**

This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 4th day of August, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

*Brian C. Sarisky*  
Brian C. Sarisky  
Its SVP, Chief Underwriting Officer, Commercial Lines ★



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 4th day of August, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 15, 2029  
COMMISSION: #2312639

*Christine Marie Lawson*  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

### CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 4th day of August, 2025.

*Michael H. Lanza*  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-25)

CERTIFIED COPY

ACKNOWLEDGMENT BY SURETY

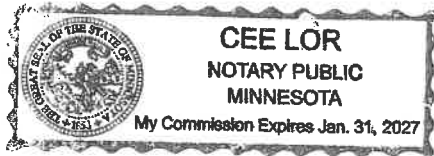
STATE OF Minnesota }  
County of Hennepin } ss.

On this 4th day of August, 2025, before me personally appeared Julian Thelen, known to, me to be the Attorney-in-Fact of Selective Insurance Company of America, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Minnesota  
County of Hennepin



**SELECTIVE  
INSURANCE®**

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**BondNumberB 1338123**

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is \$ **30,000,000.00**

**CERTIFICATE**

**(To be completed by an authorized certifying agent/officer for each surety on the bond)**

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

*Timothy A. Marchio*

\_\_\_\_\_  
(Signature of certifying agent/officer)

Timothy A. Marchio  
(Printed name of certifying agent/officer)

Vice President, Bond SBU  
(Title of certifying agent/officer)

Dated: 08/04/2025  
(month, day, year)

**SELECTIVE**BE UNIQUELY INSURED<sup>SM</sup>

ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA  
Attention: BOND CLAIMS  
P.O. Box 7265  
London, KY 40742

Email address: **CSVRIORITY@selective.com**

Telefax: **(877) 352-6541**

Phone: **(866) 455-9969**

For all other inquiries not related to claims, contact:

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890

1 (800) 777-9656

1 (973) 948-3000

**SELECTIVE  
INSURANCE®**

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1338123

**STATEMENT OF FINANCIAL CONDITION**

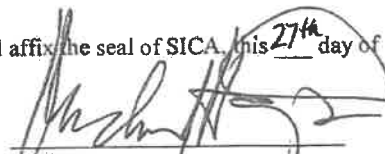
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2024:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,415,998	Reserve for losses and loss expenses	\$1,772,537
Preferred stocks at convention value	16,462	Reserve for unearned premiums	761,885
Common stocks at convention values	87,571	Provision for unauthorized reinsurance	1,111
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	51,956
Short-term investments	226,444	Other accrued expenses	30,452
Mortgage loans on real estate (including collateral loans)	131,381	Other liabilities	<u>595,888</u>
Other invested assets	237,682	Total liabilities	3,213,829
Interest and dividends due or accrued	24,364		
Premiums receivable	724,457	Surplus as regards policyholders	<u>997,473</u>
Other admitted assets	<u>346,943</u>		
Total admitted assets	4,211,302	Total liabilities and surplus as regards policyholders	4,211,302

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

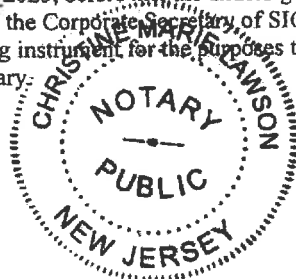
IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 27<sup>th</sup> day of February, 2025.


  
Michael H. Lanza  
SICA Corporate Secretary

STATE OF NEW JERSEY :  
:ss. Branchville

COUNTY OF SUSSEX :

On this 27<sup>th</sup> day of FEBRUARY, 2025, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.



  
Notary Public  
My Commission Expires:

**CHRISTINE MARIE LAWSON**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 15, 2029  
COMMISSION: #2312839

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: LARSON ELEVATOR COMPANY

19932 CARDINAL DRIVE

GRAND RAPIDS, MN 55744

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 10 - CONVEYING SYSTEMS

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two hundred nineteen and no/100 dollars

\$219,000.00

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**5. Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 19932 Cardinal Drive

City: Grand Rapids State: MN Zip: 55744

Phone Number: 218-256-9030 Fax Number: \_\_\_\_\_

Name (typed or printed): Anthony Larson

Signature:  \*

Title: President

Date: 7/22/2025

**END OF SECTION 00 4113**

\* Bid is conditioned on acceptance of the attached clarifications.

**Clarifications**  
**ISD 709 – DNT Building**  
**14 2010 Passenger Elevators**

This bid is conditioned on acceptance of the following clarifications.

**Section 01 2900**

**Payment:** A 40% down payment is required. Progress payments thereafter.

**Section 01 1300**

**Work Scope 10**

**1.02(H)(4):** Repairs to the hoistway, if required, are not included.

**1.02(H)(6):** Slab edge protection, if required, is not included.

**1.02(H)(7):** Interconnections and hookups shall be done at the elevator controller.

**1.02(I)(1):** Repairs to the hoistway, if required, are not included.

**1.03(E):** Note the following:

- Removal of existing elevator components from the hoistway is included.
- The equipment in the existing elevator machine room will not be removed.
- The existing main guide rails shall be reused. We will add rail bracket extensions as needed to gain clearance for the new hydraulic jacks.
- Others provide necessary rough opening and patching for new entrance frames.
- Others provide a code compliant machine room adjacent to the elevator shaft at the lowest landing.
- Permanent power in machine room required prior to starting installation.

**1.03(F):** ICS to provide dumpster for disposal of old elevator equipment and all packaging for new elevator equipment.

**1.03(L):** ICS shall provide adequate material to anchor to. If this cannot be provided, we shall be allowed to through bolt through hoistway as necessary.

**1.03(N):** Grouting of thresholds is not included. The removal of existing steel thresholds, if required, is not included.

**1.03(Q):** We will agree to this if the current schedule is not shortened and any delays are directly caused by Larson Elevator and not the owner, architect, ICS, other trades, any of our suppliers. Or by reason of any cause beyond our control included, but not limited to, union labor, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or pandemic.

**Section 14 2010**

**2.04(B):** Transfer switches, auxiliary contacts, and installation of feeders by others.

**3.09(E):** Two years of warranty and maintenance are included from date of substantial completion.

**3.09(F):** Examinations shall be made quarterly.

**Insurance**

The attached exhibit A indicates the insurance limits we will provide. Waiver of subrogation and additional insured will be included if requested. Professional liability insurance is not included.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Marsh & McLennan Agency LLC) and CONTACT NAME (Acuity Insurance, Liberty Insurance Underwriters, Inc., SFM, Great American Insurance Company). Includes fields for PHONE, FAX, E-MAIL, ADDRESS, and NAIC #.

COVERAGES CERTIFICATE NUMBER: 1677661101 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Coverage

Table with 2 columns: CERTIFICATE HOLDER (MN DEPT OF LABOR & INDUSTRY) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Larson Elevator Company  
19932 Cardinal Drive  
Grand Rapids, MN 55744

**SURETY:**

*(Name, legal status and principal place of business)*

Western National Mutual Insurance Company  
4700 West 77th Street  
Edina, MN 55435-3101

**OWNER:**

*(Name, legal status and address)*

Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, 55802

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Duluth Public Schools ISD 709 Education Center

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

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

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

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

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

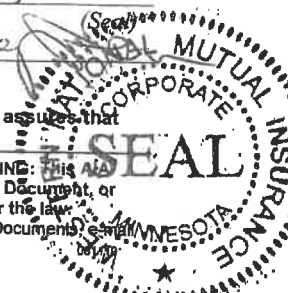
Signed and sealed this 18th day of July, 2025

<p>_____ (Witness)</p> <p><i>Chk Sto</i></p> <p>_____ (Witness)</p>	<p>Larson Elevator Company</p> <p>_____ (Principal)</p> <p><i>Anthony Larson</i></p> <p>_____ (Title) Anthony Larson, President Western National Mutual Insurance Company</p> <p>_____ (Surety)</p> <p><i>Lynn Dvergsten</i></p> <p>_____ (Title) Lynn Dvergsten, Attorney-in-Fact</p>
-----------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

Init.

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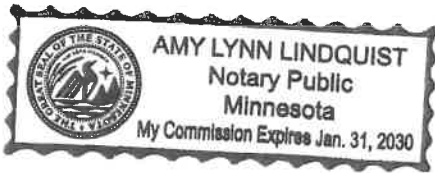


STATE OF MINNESOTA

On this 18th day of July, 2025, before me appeared Lynn Dvergsten to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of Western National Mutual Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

*Amy Lynn Lindquist*

notary public



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: John C. Klein; Stephen M. Klein; Mike Zahn; Christine M. Scott; Wendy M. Schmid; Emily Tschimperle; Tracy Chehoski; Kristin M. Bakos  
Karia Deutsch-Hunt; Rita Carlson; Kerri Hatton-Rudnik; Lynn Dvergsten (Marsh & McLennan Agency - #641)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Five Million Dollars (\$5,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

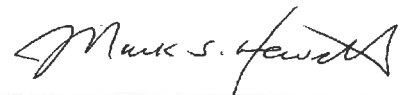
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



Jon R. Hebeisen, Secretary

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Jennifer A. Young, Notary Public  
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 18th day of July, 2025

Jennifer A. Young, Assistant Secretary



SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Minnesota Elevator Inc.

4504 Grand Ave, Suite 5

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope to Conveying Systems

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two hundred sixty eight thousand five hundred dollars \$ 268,500.<sup>00</sup>

2. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

3. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

4. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

5. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ N/A \$ N/A

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

N/A \$ N/A

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/A \$ N/A

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/28/2025 Addenda No. 3 Dated 7/31/2025  
Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/5/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4504 Grand Ave, Suite 5

City: Duluth State: MN Zip: 55807

Phone Number: 218-343-2793 Fax Number: \_\_\_\_\_

Name (typed or printed): Matt LaFlamme

Signature: 

Title: Account Manager

Date: 8/5/2025

**END OF SECTION 00 4113**



Quote 258209 Revision 1  
 Date: 7/25/2025  
 www.meiusa.com



**Job Name: Duluth Public Schools - DNT Building**

**Job Location: Duluth, MN**

**Elevator Type: Hydraulic, Holeless, Twin Two Stage Jacks, Passenger**  
**Package Type: Complete Package**

Capacity:	3500 lbs.	Platform Width:	7'-6"	Landings:	4
Loading Class:	A	Platform Depth:	6'-9 3/4"	Front Openings:	4
Gross Weight:	9410 lbs.	Hoistway Width:	9'-4 1/2"	Rear Openings:	1
Travel:	39'-0"	Hoistway Depth:	7'-10 1/4"	Side Openings:	0
Speed Up:	100 FPM	Overhead Height:	22'-0"	Door Width:	4'-0"
Seismic Zone:	0	Pit Depth:	4'-5 1/2"	Door Height:	7'-0"
IBC Compliant:	2018	Cab Height:	8'-0"	Door Type:	Single Speed Center Opening
Machine Room:	NEMA 1	Inside Clear Width:	7'-2"	Voltage:	460 - 480
Hoistway:	NEMA 1	Inside Clear Depth:	5'-5 1/4"	Phase:	3
Code Year:	ASME A17.1-2016			Est. Full Load PSI:	274
Machine Room Remote Distance:		0ft		Max Speed Variation:	+/-10%

**Quote is Based on Specs and Drawings provided by on 7/24/25**

Please  
 See  
 Additional notes:  
 Notations 1-3

itions on the last pages of the quote

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**ITEMS MARKED WITH AN "X" ARE INCLUDED IN THIS QUOTE**

**X 1. HOISTWAY PACKAGE**

- |                                                                 |                                        |                                                                          |                                        |                                                  |
|-----------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> Platform and Toe Guard      | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> Fasteners                            | <input type="checkbox"/> Standard/Zinc | <input checked="" type="checkbox"/> Fire Key Box |
| <input checked="" type="checkbox"/> Sling Assembly              | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> Rail Guides: Slide                   |                                        | <input type="checkbox"/> Limit Switch Package    |
| <input checked="" type="checkbox"/> Pit Assembly/Spring Buffers | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> Car Top Station with Fire Service    |                                        | <input checked="" type="checkbox"/> Pit Switch   |
| <input checked="" type="checkbox"/> Rail Brackets               | <input type="checkbox"/> Painted Steel | <input checked="" type="checkbox"/> O+M Manuals: 1 Hardcopy, 1 Office CD |                                        |                                                  |

Subfloor: Fire Resistant Plywood

Finished Flooring: Vinyl, Carpet, or Tile (1/4" Thick - 1.5 lbs/sqft), Supplied by Others

Platform Isolation: None  Finished Flooring is Removable from Inside the Cab

Other: \_\_\_\_\_

**X 2. JACK**

Jack Quantity: 2 Piston Outside Diameter: 4" Cylinder Outside Diameter: 7.5"

PVC Outside Diameter (Includes Coupling): NA PVC SCH: \_\_\_\_\_  Moisture Monitoring System

Maximum Jack Section Length: 22'-8", Based on a 1 Section Jack. See Notes Section.  Cylinder Tape Wrap

Other: \_\_\_\_\_

**X 3. POWER UNIT** Includes: Pump, Motor, Valve, Tank and MEI Silencer Pro

- |                                             |                                                  |                                                                     |
|---------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------|
| Type - Submersible - Left Hand Outlet       | <input type="checkbox"/> MEI Oil Cooler          | <input checked="" type="checkbox"/> Hot Oil Switch                  |
| Tank Size: <u>51" W x 24 3/4" D x 47" H</u> | <input type="checkbox"/> Tank Heater             | <input type="checkbox"/> Low Oil Level Switch                       |
| Motor HP: <u>40</u> (qty <u>1</u> )         | <input type="checkbox"/> Pre-Mounted Controller  | <input checked="" type="checkbox"/> Low Oil Pressure Switch         |
| FLA: <u>52</u>                              | <input type="checkbox"/> Protected Vent on Tank  | <input type="checkbox"/> Oil Viscosity Temperature Switch           |
| Starting Amps: <u>156</u>                   | <input type="checkbox"/> Load Weighing           | <input type="checkbox"/> Disassembled Unit (Dry Unit Only)          |
| Coil Voltage: <u>115 VAC</u>                | <input type="checkbox"/> Pressure Gauge          | <input type="checkbox"/> Enclosure Panels for Dry Unit              |
| Est. Full Load PSI: <u>274</u>              | <input type="checkbox"/> Oil Level Sight Gauge   | <input checked="" type="checkbox"/> Isolation Under Power Unit Feet |
|                                             | <input type="checkbox"/> For use w/Vegetable Oil |                                                                     |

Approximate Total Oil Required (Not Included): 170 Gallons

Minimum Machine Room Requirements Per Elevator: 55 Square Feet, 7'-3" x 7'-2", 3'-0" Minimum Door.

Other: \_\_\_\_\_

**X 4. PIPING PACKAGE** Includes Pipe, Fittings, Shutoffs and Stands.

- |                                                    |                                                |                                                                |
|----------------------------------------------------|------------------------------------------------|----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Grooved Piping | Shut Off Valves: <u>3</u>                      | <input type="checkbox"/> Isolated Pipe Stands/Clamps           |
| <input type="checkbox"/> Threaded Piping           | Overspeed Valve: <u>0</u>                      | <input type="checkbox"/> MEI Wagner Scavenger Pump             |
| <input type="checkbox"/> Schedule 80 Piping        | Isolation Couplings: <u>0</u>                  | <input type="checkbox"/> Copper Return Line for Scavenger Pump |
|                                                    | Mainline Strainer with Magnetic Plug: <u>0</u> |                                                                |



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5. CAB

Side Walls: Raised Panel - Laminate w/ Painted Steel Reveals  
 Rear Wall: NA  
 Wainscot/Skinned Shell: NA  
 Front & Returns: 14 GA #4 Stainless Steel 304  
 Cab Door: #4 Stainless Steel 304  
 Car Sill: Aluminum  
 Canopy: 14 GA Painted Steel  
 Ceiling: #4 Stainless Steel Frame with Multiwall Polycarbonate (White) Panels  
 Fan: 2 Speed  
 Lighting: LED on Canopy  
 Sound Deadening: Not Included

Concealed Vents  
 Tube/Channel Return Reinforcement  
 Custom Paint Color  
 Lightproof Joints  
 Pads & Hooks: \_\_\_\_\_  
 6", #4 Stainless Steel 304 Wall Base  
 Emergency Lighting in Ceiling and Fan Battery Back-Up  
 Special Nema Lighting Provisions

**Handrails:**

Number of Rows: 1     Left Side     Right Side     Rear    Type: #4 Stainless, 2" x 1/2" Solid Material Rectangular  
 Number of Rows: 0     Left Side     Right Side     Rear    Type: NA

**Bumpers:**

Number of Rows: 0     Left Side     Right Side     Rear    Type: NA  
 Number of Rows: 0     Left Side     Right Side     Rear    Type: NA  
 Continuous Round Handrail     Splayed Ends     Full-Length Bumpers

Vertical Shrouding:  Top \_\_\_\_\_ High     Bottom \_\_\_\_\_ High    Material: \_\_\_\_\_  
 Dog House: \_\_\_\_\_ High     Car Top Handrail: Sides Requiring Handrail: 2     Car Top GFI  
 Other: \_\_\_\_\_

6. CONTROLLER / STARTER    Includes: Controller and Landing System

Manufacturer: VMI - VHC102    Operation: Simplex    Landing System: Reflex 3.14 w/Terminal Limits

**Features:**

Nudging     Load Weighing     Dual Door Operators     Call / Send Operation  
 Car to Lobby     Homing / Parking     Car Disable     Car Capture  
 NEMA 1 Enclosure     NEMA 1 Landing System     Fan/Light Timer     Serial COP

Pre-Mounted Controller     Solid State Starter     Multi-Motor Starting     Oil Viscosity  
 Telescopic Auto Resynch     Short Floor Logic

**Security/Emergency:**

Phase I & II Fire Service     Battery Lowering     Interface to Generator Power  
 EMT Service/Code Blue     Hospital Service     Infant Abduction Security  
 Security Interface – See Fixtures Section of Quote for More Detail Regarding Type of Security Included

**Monitoring – See Notes:**

Lobby Panel Interface     PC Control System in M.R     Lift Net Interface     EMIS Interface

Other: \_\_\_\_\_



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<b>X 7. FIXTURES</b>		Manufacturer: Innovation	Faceplate Finish: #4 Stainless Steel 304
Car:	1 MEI Swing (Not Full) Car Operating Panel(s)	Car Lanterns:	<u>2</u>
Hall:	Hall Stations: <u>5</u>	Hall Lanterns:	<u>0</u>
		Car Position Indicator(s):	<u>1</u>
		Hall Position Indicator(s):	<u>0</u>
<b>Security/Emergency:</b>			
<input checked="" type="checkbox"/> Vandal Resistant	<input type="checkbox"/> Keyed Car Calls	<input type="checkbox"/> Hospital Service	<input checked="" type="checkbox"/> ADA Phone with Grille
<input checked="" type="checkbox"/> Card Reader Provisions	<input type="checkbox"/> Keyed Hall Calls	<input type="checkbox"/> EMT Service/Code Blue	<input type="checkbox"/> Rescue Phone for Machine Room
<b>Other Features:</b>			
<input checked="" type="checkbox"/> Prewired COP	<input checked="" type="checkbox"/> Emergency Lighting in COP	<input checked="" type="checkbox"/> Service Cabinet	<input type="checkbox"/> Removable Cylinder Key Switches
<input checked="" type="checkbox"/> Jamb Braille	<input type="checkbox"/> Voice Annunciator	<input checked="" type="checkbox"/> 120V GFCI Outlet	<input checked="" type="checkbox"/> Appendix O Pictograph
Other: _____			
<b>X 8. ENTRANCES</b>		Includes: Complete Entrance Package	
Door Finish: <u>20 Ga, #4SS 304 Door Skin, 16 Ga Sheet Steel Door Structure</u>		<input type="checkbox"/> Sound Deadened Door	
Frame Finish: <u>16 Ga, #4SS 304, Mitered And Welded Construction</u>		<input type="checkbox"/> Sound Deadened Frame	
Wall Type: <u>CMU - 13"</u>	<input checked="" type="checkbox"/> Entrance Assembly is UL Rated		
Sill: <u>Aluminum</u>	Sill Support Angle: <u>Grouted</u>		
Header Thickness: <u>10 Ga</u>	Strut Thickness: <u>10 Ga</u>		<input type="checkbox"/> Fascia Included
Braille Type: <u>Adhesive</u>	Keyhole Type: <u>Trilocks</u>		
Other: _____			
<b>X 9. DOOR EQUIPMENT</b>			
Vendor: <u>GAL</u>	Model: <u>MOVFR II</u>	<input checked="" type="checkbox"/> Car Door Interlocks	
<b>X 10. DOOR PROTECTION</b>			
Vendor: <u>GAL</u>	Model: <u>Edge Kit Formula Systems MOVFR II</u>		
<b>X 11. WIRING PACKAGE</b> Complete, Engineered to Order Wiring Package from the Hoistway to Machine Room			
Hoistway Wiring Enclosures are <u>NEMA 1</u>		Machine Room Wiring Enclosures are <u>NEMA 1</u>	
<input checked="" type="checkbox"/> Traveling Cable	<input type="checkbox"/> Additional Shielded Pair	<input type="checkbox"/> Coaxial Cable	<input type="checkbox"/> Additional 14 Ga. Wire
<input checked="" type="checkbox"/> Wireway, Boxes, Fittings, Hangers, Hoistway Wire, Motor Wire		Wireway Type: <u>Duct Trough</u>	
Other: _____			
<b>X 12. RAILS</b>			
Maximum Car Rail Bracket Spacing is Estimated at <u>14'-0"</u>			
Other: _____			

**ITEMS PROVIDED BY OTHERS**

EO Cable	Remote Telephones	Flood Plain Provisions	Power Disconnect
Finished Floor Covering	Smoke Detectors	Lobby Panel/Fire Control Panel	Security Interface Cabinet
Intercom System	Rail Backing	Sump Pump	OH Life Safety Beam
OH Hoisting Beam	Emergency Power Control panel, switches, wiring	Monitoring System	Card Reader Unit



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[www.meiusa.com](http://www.meiusa.com)



## MEI STANDARD EXCEPTIONS

- Quote includes MEI standard features unless otherwise requested or specified.
- Samples can be provided upon request. Size and cost may vary.
- The standard submittal package that MEI supplies consists of fully dimensioned layouts (shop drawings) that contain all of the ASME A17.1 required information. Also included in the submittals are fixture, cab, and entrance details. Rail bracket design is not part of the submittal.
- Wiring diagrams are not part of the submittal, they are part of the maintenance manuals. Controller operations instructions are included in the O & M manuals that are sent at time of shipment.
- MEI equipment meets National Elevator Industry Inc. standards for noise level and ride quality. Installation and Field conditions may cause the final noise level results to exceed National Elevator Industry Inc. standards.
- Leveling 1/8" tolerance cannot be guaranteed. 1/2" is ASME A17.1 code requirement. 1/4" is attainable.
- Hoistway must be conditioned to maintain an air temperature between 40 - 90° Fahrenheit.
- Machine Room must be conditioned to maintain an air temperature between 55 - 90° Fahrenheit.
- Relative humidity not to exceed 85% in either the hoistway or machine room.
- MEI quote does not contain spare parts.

## NOTES:

### **Value Added**

73% of this elevator package will be manufactured in the USA. Listed below are the non-domestic items. Please note: items marked with an asterisk (\*) may be available from a domestic manufacturer upon request. Please contact MEI for additional information.

- Submersible Power Unit Motor; Guide Rail;
- Submersible Power Unit Pump\*; Victaulic Couplings\*; Hydraulic Jack\*; Fasteners\*; Door Protection

\*~General

A 24" x 84" stretcher will not fit in this elevator. A local code variance may be required.

### **Entrance**

Fascia is not included in this quote, car door interlocks are included. If fascia is required to meet local code, please contact MEI.

This quote includes entrances designed with grouted sill support angles, the sill support angles are not included because they are raw steel. If groutless sill support angles are preferred, please let your salesperson know. Cost add to go groutless is \$1,836.

### **Power Unit**

Actual elevator speed is estimated at 93 fpm. Based on the hydraulic components available, MEI can not guarantee less than 10% variation from the contract speed. This is the typical industry standard.

### **Wire - Fixture**

Shielded pairs have been provided in the traveler cable for the card reader. The actual card reader and all associated remote wiring will be by others.

### **Engineering**

All cab components are painted with a durable powder coat finish (approx 3 mil). For optimal adhesion and performance, cab components are first cleaned in a 5-stage automated wash system. Platforms and remaining hoistway equipment also receives a powder coating (approx 3 mil). All materials will receive 1 coat of powder paint.



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**Additional Notes**

NOTATION: Spec section 2.02.A.11 & 2.02.A.12 - MEI is bidding the largest platform and inside clear the existing hoistway can accommodate not what is specified

NOTATION: Spec section 3.03.F - MEI is installing the guide rails with slotted rail brackets vs. the specified metal shims

NOTATION: Spec section 2.05.G - MEI is not bidding the specified weatherstripping because this would void their UL entrance labeling

**Tariffs**

If tariffs are not applicable at time of shipment, the tariff value will be deducted from our package price. Please note that scope changes and/or any additional tariffs in effect at the time of shipment may affect the overall tariff value returned.

# OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Minnesota Elevator, Inc.  
4504 Grand Avenue #5  
Duluth, MN 55807

**SURETY:**

(Name, legal status and principal place of business)  
**OHIO FARMERS INSURANCE COMPANY**  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

**OWNER:**

(Name, legal status and address)  
Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, 55802

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid (5% A.B.)

**PROJECT:**

(Name, location or address, and Project number, if any)  
Duluth Public Schools ISD 709 Education Center

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

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

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

Signed and sealed this 5th day of August, 2025.

Irish Eustand  
\_\_\_\_\_  
(Witness)

Minnesota Elevator, Inc.  
(Principal) \_\_\_\_\_ (Seal)

By: Matt LaFlamme  
\_\_\_\_\_  
Matt LaFlamme Account Manager

Chris Jones  
\_\_\_\_\_  
(Witness)

**OHIO FARMERS INSURANCE COMPANY**  
(Surety)

By: Lynn Dvergsten  
\_\_\_\_\_  
Lynn Dvergsten Attorney-In-Fact



POWER NO. 2263422 04

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **CHRISTINE SCOTT, JOHN KLEIN, STEVE KLEIN, KARLA HUNT, RITA CARLSON, KERRI HATTON-RUDNIK, LYNN DVERGSTEN, CHASE STONEBACK, STEWART YOO, CHRIS HOVDEN, JON LUCAS, DANIELLE HERNANDEZ, JOINTLY OR SEVERALLY**

of MINNEAPOLIS and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **FEBRUARY** A.D., **2025**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **25th** day of **FEBRUARY** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **5th** day of **August** A.D., **2025**.

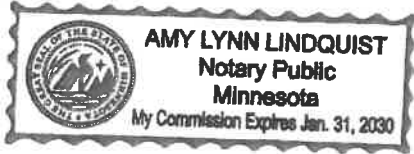


**Frank A. Carrino, Secretary**

STATE OF MINNESOTA

On this 5th day of August, 2025, before me appeared Lynn Dvergsten to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of Ohio Farmers Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

  
notary public



SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Fire Pro Sprinkler Specialists Inc.  
5501 Miller Trunk Hwy  
Hermantown, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope #11 Fire Suppression

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

ONE HUNDRED EIGHTY NINE THOUSAND AND FOUR HUNDRED \$ 189,400.00

- 2. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

- 3. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

- 4. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

5. Work Scope N/A

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ —

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

N/A

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$ —

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Eight Thousand Six Hundred \$ 8,600.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N/C \$ —

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated July 25 2025 Addenda No. 3 Dated July 31 2025  
Addenda No. 2 Dated July 29 2025 Addenda No. 4 Dated Aug 4 2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

*Fire Pro Sprinkler Specialists Inc.*

Street Address: 5501 Miller Trunk Hwy

City: Hermantown State: MN Zip: 55811

Phone Number: (218) 343-2006 Fax Number: \_\_\_\_\_

Name (typed or printed): CRAIG JOHNSON

Signature: 

Title: Project Manager

Date: 08/06/2025

END OF SECTION 00 4113

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
FirePro Sprinkler Specialists Inc.

5501 Miller Trunk Hwy  
Hermantown, MN 55811

**OWNER:**

*(Name, legal status and address)*  
ISD #709 - Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

**BOND AMOUNT: \*\*\* FIVE PERCENT OF AMOUNT BID \*\*\* (5%)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Duluth Public Schools ISD 709 Education Center; 02 Fire Suppression Sprinkler Installation  
Duluth, MN

**SURETY:**

*(Name, legal status and principal place of business)* Merchants National Bonding, Inc.  
PO Box 14498  
Des Moines, IA 50306-3498

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

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

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

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

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

Signed and sealed this 6th

day of August, 2025  
FirePro Sprinkler Specialists Inc.

*(Witness)*

  
*(Witness)* Lin Ulven

  
*(Principal)* **CRAG JOHNSON** *(Seal)*

**PROJECT MANAGER**  
*(Title)*

Merchants National Bonding, Inc.  
*(Surety)* **Nicholas L. Newton** *(Seal)*

*(Title)* Nicholas L. Newton  
Attorney-in-Fact



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

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**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ SS

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as his/her/their free act and deed.

(Notary Seal)

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ SS

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

**ACKNOWLEDGMENT OF CORPORATE SURETY**

STATE OF MINNESOTA SS

COUNTY OF RAMSEY

On the 6th day of August, 2025, before me personally appeared Nicholas L. Newton to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the Merchants National Bonding, Inc. a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



\_\_\_\_\_

(Notary Seal)

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barb Olson; Lin Ulven; Lisa M Eubanks; Nicholas L Newton

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025




MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of August, 2025



  
Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

Summit Fire Protection

4619 Airport Blvd.

Duluth, Mn. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #11 - Fire Suppression

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two Hundred Seventy-Nine Thousand, Six Hundred

\$ 279,600.00

2. Work Scope —

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

3. Work Scope —

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

4. Work Scope —

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

5. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. #1 Dated 7/25/2025 Addenda No. 3 Dated 7/31/2025

Addenda No. 2 Dated 7/29/2025 Addenda No. 4 Dated 8/4/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4619 Aspark Blvd.

City: Duluth State: Mn Zip: 55811

Phone Number: 218-740-4412 Fax Number: 218-740-4413

Name (typed or printed): Kenneth C. Schlais

Signature: *Kenneth C. Schlais*

Title: Manager.

Date: 8/6/2025

**END OF SECTION 00 4113**



# Document A310™ – 2010

Bond No. AB0001974

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Summit Fire Protection Co.  
4619 Airpark Boulevard  
  
Duluth, MN 55811

**SURETY:**

*(Name, legal status and principal place of business)*  
Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 80  
  
Plymouth, MN 55441

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

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

**OWNER:**

*(Name, legal status and address)*  
ISD#709-Duluth Public Schools

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

**PROJECT:** DNT Building Renovation  
Scope: Fire protection  
*(Name, location or address, and Project number, if any)*

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

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

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

Signed and sealed this 6th day of August, 2025

*(Witness)*

*(Signature)*  
*(Witness)*

Summit Fire Protection Co.  
*(Principal)* *(Signature)* *(Seal)*

Atlantic Specialty Insurance Company  
*(Surety)* *(Signature)* *(Seal)*

*(Title)* Attorney-in-Fact Troy Staples

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

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**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

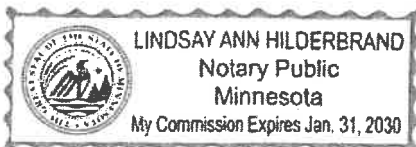
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF SURETY**

State of Minnesota )  
County of Dakota )

On this 6th day of August, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Atlantic Specialty Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Atlantic Specialty Insurance Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public



### Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jennifer Boyles, Nicholas Hochban, Thomas Kemp, Thomas Lahl, Troy Staples, Zachary Pate, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

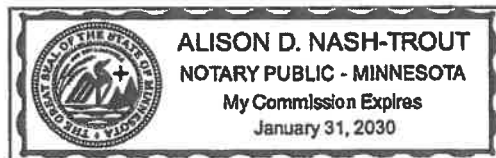
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of August, 2025

This Power of Attorney expires  
January 31, 2030



Kara L.B. Barrow, Secretary

Please direct bond verifications to [surety@intactinsurance.com](mailto:surety@intactinsurance.com)



### Proposal and Contract

Summit Companies (“Summit”) makes the following proposal (the “Proposal”):

Date: August 6, 2025

To: Duluth Public Schools, ISD 709  
709 Portia Johnson Drive  
Duluth, MN 55811

Attention: ISD 709 School District

Regarding: Fire Protection Proposal  
Project Name: Duluth News Tribune Building Renovations  
Address: Duluth, MN

Summit Companies is pleased to submit the following Proposal for your consideration.

**SCOPE OF WORK**

**Base Bid** - Labor and Material to Modify the existing Wet Fire Sprinkler systems to provide coverage to the renovated 4. story, 72,000 sq. ft, Duluth News Tribune Renovations project, Duluth MN, as shown on Drawings and specifications dated 7/8/2025. Summit Fire will perform the following scope of work:

- Labor and Material to Modify the existing Wet Fire Sprinkler systems to provide coverage to the renovated 4 story, 72,000 sq. ft, Duluth News Tribune Renovations project, Duluth MN, as shown on Drawings dated 7/8/2025.
- Install a new 6” Fire sprinkler assembly, complete with Backflow preventer, Control Valves, Drain Valves, Tamper and Flow switches, for control of the modified Sprinkler systems, supplied by the existing 6” Water main.
- Summit Fire will Modify the existing Wet Fire sprinkler system to protect Basement, 1<sup>st</sup> Floor, 2<sup>nd</sup> floor, and 3<sup>rd</sup> floor spaces. All existing Pendant heads & drops on 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floor shall be removed and plugged at the start of the project. The existing piping shall remain installed as high as possible. Summit shall modify the existing sprinkler Mains and Lines as needed to provide complete protection to the renovated spaces on 1<sup>st</sup> and 2<sup>nd</sup> floor. We will add (434) new Quick Response Pendant heads on ‘Flex-drops’ for proper protection of the renovated spaces.
- For the Basement and 3<sup>rd</sup> floor spaces, Summit will replace (240) existing Uprights with new ‘Quick Response’ heads in the original location. The existing systems shall be modified for protection of the renovated spaces, as required.
- Summit Fire will remove ALL existing ¾” sprinkler branch lines installed in the facility, and replace with new 1” sprinkler pipe, as directed in specifications.
- The existing Dry system on 3<sup>rd</sup> floor shall remain. The existing Pre-action system on 3<sup>rd</sup> floor shall be removed, and the existing 3” Fire riser relocated, as directed.
- All pipe and sprinkler head locations shall be approved by the Architect and Owner prior to installation. All heads to be coordinated with the new lighting and HVAC equipment, as required.
- Summit shall provide a Complete Fire sprinkler system Shop drawing, Hydraulic Calculations, and a Fire permit, as required by the City of Duluth, and the State of Minnesota Fire Marshal.
- The systems shall meet all Design, Material, and Installation requirements of N.F.P.A. 13 (2016), State of Minnesota, and the Authority Having Jurisdiction.

We propose to perform the above work for the sum of: Two Hundred Seventy-Nine Thousand Six Hundred Dollars \$279,600.00

Site visit - YES  NO

**Duluth:** 4619 Airpark Boulevard | Duluth, MN 55811 | Tel: 218.740.4412 | Fax: 218.740.4413  
**Corporate:** 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

[www.summitfire.com](http://www.summitfire.com)

**SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS**

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project if and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
  - (a) Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.
  - (b) under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvements directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Owner.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract. The Tribal Council must approve any Immunity Waiver for Owner. Section 11 shall be omitted unless granted approval by Council.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

**Duluth:** 4619 Airpark Boulevard | Duluth, MN 55811 | Tel: 218.740.4412 | Fax: 218.740.4413  
**Corporate:** 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

[www.summitfire.com](http://www.summitfire.com)

**EXCLUSIONS**

- Underground water supply, Painting of Pipe and patching, Overtime or after hours labor.
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms, Central monitoring of sprinkler system(s), Power
- Protection of any un-heated spaces, or coverage of combustible concealed spaces.
- Fire Pump, Jockey Pump, or any water boosting equipment.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 11/8/2025. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Summit Fire Protection, a Minnesota corporation.

SUMMIT FIRE PROTECTION:

By: *Kenneth C. Schlais*

Signature

Kenneth C. Schlais

Print Name

Manager / Sales / Design

Office:(218)-740-4412 c:218-522-0493

**OWNER ACCEPTANCE OF PROPOSAL**

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:

Signature

Print Name

Date

SECTION 00 4113  
BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

A.G. O'Brien Plumbing and Heating

4907 Lightning Dr Duluth, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

- 1. **Work Scope** 12 - Mechanical

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three million seven hundred twenty four thousand thirty four \$ 3,724,034.00

- 2. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

- 3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

- 4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**5. Work Scope**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ADD FORTY EIGHT THOUSAND FOUR HUNDRED THIRTY FOUR \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO CHANGE \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ADD Forty seven thousand Seven hundred ninety \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/28/2025 Addenda No. 2 Dated 7/30/2025

Addenda No. 3 Dated 8/1/2025 Addenda No. 4 Dated 8/5/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4907 Lightning Drive

City: Duluth State: MN Zip: 55811

Phone Number: 218 729 9662 Fax Number: 218 729 9774

Name (typed or printed): Chris Adatte

Signature: 

Title: Company Officer

Date: 8/5/2025

**END OF SECTION 00 4113**

**BID BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

**CONTRACTOR:**

*(Name, legal status and address)*

**A.G. O'Brien Plumbing & Heating Co Inc  
4907 Lightning Dr.  
Hermantown, MN 55811**

**SURETY:**

*(Name, legal status and principal place of business)*

**Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183**

**OWNER:**

*(Name, legal status and address)*

**ISD 709- Duluth Public Schools  
719 Portia Johnson Dr  
Duluth, MN 55802**

**BOND AMOUNT: \$ Five Percent of Total Amount (5%)**

**PROJECT:**

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

**Duluth Public Schools ISD 709 Education Center  
DNT Building Renovation**

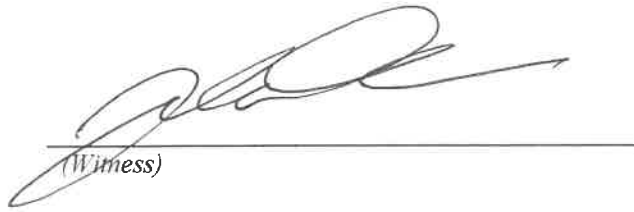
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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


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

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

Signed and sealed this 31<sup>st</sup> day of July, 2025.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Principal) (Seal)  
**Owner**  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Surety) (Seal)  
**Managing Director**  
\_\_\_\_\_  
(Title)





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BENJAMIN P WASCHE** of **DULUTH**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

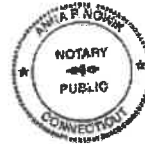
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 4113  
BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: The Jamar Company

4701 Mike Colalillo Drive

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 12 - Mechanical

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four million eighteen thousand one hundred \$4,018,100

2. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

5. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Add three thousand four hundred dollars \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Add forty two thousand four hundred forty five \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated July 25, 2025 Addenda No. 2 Dated July 29, 2025

Addenda No. 3 Dated July 31, 2025 Addenda No. 4 Dated August 4, 2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4701 Mike Colalillo Drive

City: Duluth State: MN Zip: 55807

Phone Number: (218) 628-1027 Fax Number: (218) 628-1174

Name (typed or printed): The Jamar Company

Signature: \_\_\_\_\_

Title: Department Manager - Commercial Plumbing & HVAC

Date: August 6, 2025

**END OF SECTION 00 4113**



THE JAMAR COMPANY | 4701 MIKE COLALILLO DR. | DULUTH, MN 55807-2762 | PH 218.628.1027 | FX 218.628.1174

**August 6, 2025**

**ISD 709  
709 Portia Johnson Drive  
Duluth, MN 55811**

**Attention:** Jason Filipek, ICS  
**Proposal:** 24-H-0249  
**Subject:** Duluth Public Schools ISD 709 Education Center – Work Scope 12  
Mechanical  
Firm Price

Jason Filipek,

We are pleased to submit our proposal for your review and consideration. This proposal includes the supply of supervision, labor, tools and equipment to complete the work scope of the subject project.

Proposal Contents:

- Technical Response
- Commercial Clarifications

Please do not hesitate to contact us with any questions or if you require any clarifications.

Best Regards,

**THE JAMAR COMPANY**

*Kyler Kinn*

Kyler Kinn

Department Manager – Commercial Plumbing & HVAC

P: 218-348-8535 – kyler.kinn@jamarcompany.us

August 6, 2025

Page 2 of 6

**Technical Response – 24-H-0249 – Duluth Public Schools ISD 709 Education Center – Work Scope 12 Mechanical**

Our proposal pricing is for the scope and schedule included in the referenced request for proposal. It is based on owner / customers' acceptance of the technical and commercial clarifications included in this proposal. Should any of these conditions change, including the schedule and award date, we reserve the right to revise the price accordingly. Pricing for additional goods and services can be supplied upon request.

**Please see bid form for our pricing and alternates.**

**Clarifications:**

- 1) Our proposal is based on a contract award on or before August 20, 2025.
- 2) Our proposal is based on our forces working a single shift 5/8s schedule, Monday through Friday, excluding Saturdays, Sundays and Holidays.
- 3) Our proposal is based on a construction schedule within the terms and conditions of the request for proposal.
- 4) Our proposal is based on **furnishing** the following per the drawings and specifications:
  - a. Mechanical and plumbing demolition
  - b. Duct cleaning of existing ductwork as noted
  - c. Provide and install mechanical equipment and accessories
  - d. Provide and install roof curbs for mechanical equipment
  - e. Provide and install complete ductwork system, grilles, registers, diffusers, louvers, dampers, and accessories
  - f. Provide and install fire dampers
  - g. Provide and install mechanical piping, including steam, hydronic, and refrigeration, and associated accessories
  - h. Provide and install intake and exhaust for generator
  - i. Provide and install condensate drains for mechanical/plumbing equipment, as required
  - j. Provide and install intake and exhaust venting for mechanical/plumbing equipment, as required
  - k. Provide and install plumbing equipment and accessories
  - l. Provide and install drain, waste, and vent system
  - m. Provide and install acid waste system
  - n. Provide and install storm water system
  - o. Provide and install domestic water system
  - p. Provide and install natural gas system
  - q. Provide and install plumbing fixtures, including code required plumbing fixture caulking
  - r. Tie plumbing systems into existing utility services
  - s. Concrete cutting and backpatching for underground plumbing
  - t. Schneider Electric DDC temperature controls by Uhl
  - u. Insulation for piping and ductwork, as required by code
  - v. Firestopping of mechanical/plumbing penetrations, as required
  - w. Crane and operator

- x. Manlifts for Jamar scope of work
  - y. Certified testing and balancing
  - z. Local plumbing and HVAC permits
  - aa. Commissioning assistance
  - bb. Check / test and startup of Jamar-furnished and installed equipment
  - cc. 1-year warranty on all Jamar work
  - dd. Owners training on all Jamar-furnished and installed equipment
  - ee. O&M manuals
- 5) Our proposal is based on the following assumptions:
- a. Emergency eye wash and lab sinks will be roughed in only, fixtures to be installed at a later time outside of this project.
  - b. Freight elevator will be available for use throughout the project.
  - c. Any existing systems to remain will be in good working order, are adequate for connection to, slope and elevations meets the requirements of the new systems, and nothing is included for repairing or testing existing systems
  - d. All soils are reusable and compactable in their present condition. We have made no allowance for removal / replacement of soils, rock excavation or replacement, frost removal, dewatering or dig holes / sumps / rock to facilitate dewatering.
  - e. We have assumed sufficient space exists to install all equipment, ductwork and piping included in this proposal and have made no allowances for any additional floor or wall framing work which may be required for our work scope.
  - f. There will be no phased or early occupancy during construction.
  - g. As our installation and budget are based on the sequencing and timely installation of the mechanical system components, Jamar requests to be involved in all pre-schedule and post schedule project meetings and discussions.
  - h. The design in its current state is constructible, has been clash detected, and the model will be made available to us for construction purposes at no charge.
- 6) Our proposal is based on the **owner / customer furnishing** the following:
- a. Constant and uninterrupted construction utilities (air, water and electrical) for the duration of the work.
  - b. All materials required for the completion of the work, unless specified above.
- 7) Our proposal is based on **excluding** the following:
- 8) Payment or performance bonds (can provide cost upon request)
    - a. Roof drains
    - b. Grease traps
    - c. Patching of existing floor openings
    - d. Demo of any existing ductwork in the basement that is not shown on the drawings
    - e. Laboratory equipment, including gas valves, fume hoods, sinks, or other components
    - f. Removal or replacement of large triangle louver
    - g. Provide or install generator
    - h. Identification, removal or disposal of any hazardous materials (lead paint, asbestos or other)
    - i. Testing or treatment of water/glycol systems
    - j. Dedicated full time field safety coordinator

- k. Any costs or expenses associated with “winter conditions” including but not limited to labor, heat, fuel, tenting, equipment, materials, admixtures, chemicals, those associated with forming, excavating, backfilling, compacting, testing, dewatering, reinforcement bar, concrete placing, grouting or any other ancillary work is excluded, unless specifically identified in this proposal letter. Winter weather conditions contain undefinable variables which make the estimation of cost and risk management inequitable to both parties. Any work required to be performed from October 1 through March 31 may be considered winter weather performance. Should the ambient temperature fall below 35°F, the aforementioned additional tasks / components required to complete the scopes of work will be performed on a time and materials basis only to ensure protection of both parties.
- l. Engineering or design of mechanical systems including state plumbing and HVAC plan review fees
- m. Any other mechanical or plumbing work not listed above
- n. Allowances for flashing, counter flashing, weather seal, weather caulking, tub / shower stall or shower door caulking unless specifically noted otherwise above
- o. Any demolition other than cap and make safe unless specifically listed above
- p. Any structural openings or holes over 6” in diameter, support steel, miscellaneous steel, reinforcement purlins, beams, angles, framing, backing, lintels, etc. which may be needed to support equipment, wall/roof penetrations or mechanical systems including any welding required to be done on structural members
- q. Lagging of insulation on ductwork
- r. Electrical work including wiring, disconnects, starters or VFDs
- s. Fire protection, sprinklers or alarms
- t. Drain tile, radon piping, vent sumps or pumps unless specifically listed above
- u. Water / sewer connection charges or fees including CAF, SAC or WAC fees
- v. Final grading and compaction after plumbing and pipe installation
- w. Utilities 5’ from building’s edge and beyond (*by others*)
- x. Dumpsters (*by others*)
- y. General construction work i.e. equipment pads, patching, painting, roofing, structural, ceilings, dust containment, etc.
- z. Temporary construction services including heat, water, utilities or auxiliary support services (*i.e. washroom facilities, locker rooms, medical or lunch programs*)

August 6, 2025

Page 5 of 6

**Commercial Clarifications – 24-H-0249 – Duluth Public Schools ISD 709 Education Center – Work Scope 12 Mechanical**

- 1) Our proposal is based upon the plans, specifications and scope as prepared by Miller Architects, Design Tree, and MJB date May 21, 2025 (mechanical) and July 8, 2025 (plumbing) as well as the following addenda:
  - Addendum 1 dated July 25, 2025
  - Addendum 2 dated July 29, 2025
  - Addendum 3 dated July 31, 2025
  - Addendum 4 dated August 4, 2025

A signed authorization to proceed must be provided prior to the performance of any additional work and prior to a change in project scope or schedule. Additional work performed due to changes in the work or out-of-scope tasks may be performed on a time and materials or firm lump sum basis at the owner / customer's option.
- 2) The price stated in this proposal is based on "Material Prices" (including fabrication, labor, erection, tariffs and freight rates) provided by third parties to the Contractor as of the date of Contractor's cost proposal.
- 3) If, prior to the purchase of the material or completion of Contractor's work, any of the Material Prices are increased by more than three (3) percent, the Contract price shall be adjusted to reflect the increased costs incurred by the Contractor.
- 4) If, after the execution of this Contract, any new or increased tariffs, duties, trade restrictions, or other government-imposed fees ("Tariffs") are enacted, modified, or applied in a manner that affects the cost of materials necessary for the Work by more than three (3) percent, the Contract price shall be adjusted to reflect the increased costs incurred by the Contractor.
- 5) Before applying any price adjustment, the Contractor shall use commercially reasonable efforts to mitigate cost increases by:
  - Seeking alternative suppliers or materials that comply with project specifications and are not subject to the increase.
  - Proposing material substitutions that are of equal or superior quality and performance, subject to Owner approval.
- 6) The Contractor shall provide the Owner with written notice of any cost increase within fourteen (14) days of becoming aware of such increase. This notice shall include:
  - Documentation from suppliers, manufacturers, or vendors evidencing the increased material costs directly attributable to the increase.
  - A revised cost breakdown that reflects the impact of the cost increase on the Work.
  - A proposed adjustment to the Contract price to account for such increased costs.
- 7) Upon receipt of the notice and documentation, the Owner shall, within fourteen (14) days, review and either approve or reasonably dispute the proposed adjustment. If approved, the price shall be modified accordingly through a formal change order. If disputed, the parties shall engage in good-faith negotiations to resolve the matter. If Owner does not accept the adjusted fee, then, at Contractor's sole option, this Agreement shall be void and unenforceable. In such event, Contractor shall be paid for all Work underway and completed up to the date of termination.

August 6, 2025

Page 6 of 6

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- 8) The contract schedule does not contain contingent timing for Tariff and/or customs related delays. If there are any delays caused by Tariffs, customs policies or Presidential Executive Orders then Contractor shall be entitled to a change order for schedule extension.
- 9) Our proposal is based on working under the terms of the applicable local collective bargaining agreement(s).
- 10) Our proposal includes sales tax.
- 11) Our proposal is based on reaching an equitable contract agreement with ISD 709. Please incorporate our proposal into the terms of all purchase orders or contracts.

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
The Jamar Company

4701 Mike Colalillo Dr.  
Duluth, MN 55807

**OWNER:**

(Name, legal status and address)  
Duluth Public Schools, ISD #709

709 Portia Johnson Drive  
Duluth, MN 55811

**BOND AMOUNT:** Five Percent of the Total Amount Bid (5%)

**SURETY:**

(Name, legal status and principal place  
of business)

Pacific Indemnity Company  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

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

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

**PROJECT:**

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

Work Scope 12 In connection with Duluth Public Schools ISD 709 Education Center; Duluth, MN

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

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

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

Signed and sealed this **5th** day of **August, 2025**

*Tuesday Heron*  
(Witness)

*Sandra M. Engstrum*  
(Witness) Sandra M. Engstrum

The Jamar Company  
(Principal) *[Signature]* (Seal)

(Title) Controller

Pacific Indemnity Company  
(Surety) *[Signature]* (Seal)

(Title) Brian J. Oestreich, Attorney-in-Fact

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

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Init.

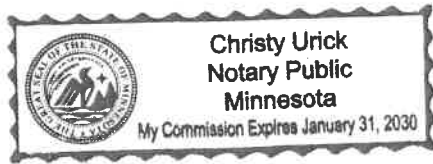
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF St Louis )

On this 6 day of August, in the year 2025, before me personally appeared Mark Evans, Controller of The Jamar Company, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Christy Urick, Notary Public, My Commission Expires: 1/31/2030

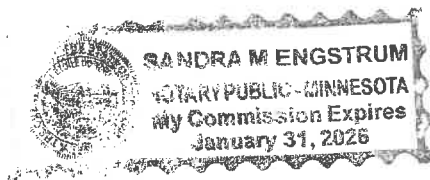
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 5th day of August, in the year 2025, before me personally come(s) Brian J. Oestreich, Attorney-in-Fact of Pacific Indemnity Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Pacific Indemnity Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Sandra M. Engstrum, Notary Public, My Commission Expires: January 31, 2026

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint : Kristine M. Becks, Melinda C. Blodgett, R. C. Bowman, Joseph Cardinal, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Ryan-Olivia E. Lundy, Austin Muehlschlegel, Michelle Morrison, Brian J. Oestreich, Sarah Robinson, Nicole Stillings, Nathan Weaver and Colby D. White of Minneapolis, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9<sup>th</sup> day of April, 2025.

*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

*Stephen M. Haney*  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon SS.

On this 9<sup>th</sup> day of April, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **August 5, 2025**



*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Shannon's Inc.  
1919 Main Avenue  
International Falls, MN 56649

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 12 - Mechanical

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Four Million Eight Hundred Ninety-One Thousand \$ 4,891,000

- 2. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

- 3. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

- 4. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

5. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA

\$ NA

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

NA

\$ NA

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Twelve Thousand Four Hundred

\$ 12,400

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA

\$ NA

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Forty-Four Thousand Six Hundred

\$ 44,600

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

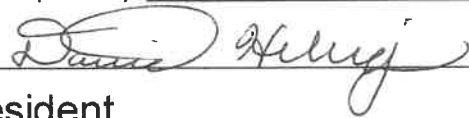
Addenda No. 1 Dated 7/25/2025 Addenda No. 2 Dated 7/29/2025  
Addenda No. 3 Dated 7/31/2025 Addenda No. 4 Dated 8/04/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1919 Main Avenue  
City: International Falls State: MN Zip: 56649  
Phone Number: 218-283-9372 Fax Number: 218-283-2803  
Name (typed or printed): David Hebig  
Signature:   
Title: President  
Date: 8/05/2025

**END OF SECTION 00 4113**



**UNITED FIRE & CASUALTY COMPANY**  
118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we  
SHANNONS, INC.

1919 MAIN AVE, INTERNATIONAL FALLS, MN 566493331

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto  
ISD 709 - DULUTH PUBLIC SCHOOLS

719 PORTIA JOHNSON DR, DULUTH, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount  
Dollars (\$5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

PROJECT #: BID NUMBER 1340, DULUTH PUBLIC SCHOOLS, ISD 709 EDUCATION CENTER, 424 WEST FIRST STREET, DULUTH, MN 55802

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of July, 2025.

SHANNONS, INC.

By [Signature]  
(PRINCIPAL)

President  
(TITLE)

UNITED FIRE & CASUALTY COMPANY  
(SURETY)

By [Signature]  
(ATTORNEY-IN-FACT)



[Signature]  
(WITNESS)

[Signature]  
(WITNESS)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA      Bond No.: 00017814  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX      Obligee:  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA      ISD 709 - DULUTH PUBLIC SCHOOLS 719  
 PORTIA JOHNSON DR DULUTH, MN 55802  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SHARINE K. HOUSE, TIM A. ANDERSON, KRISTY J. WAGNER-WERNER, ERIN M. ANDERSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire November 28th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of July, 2025



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 30th day of July, 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jonas*

Notary Public  
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 30th day of July, 2025

By: *Mary A. Bertsch*

Assistant Secretary,  
 UF&C, UF&I & FPIC



BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Belknap Electric, Inc.

1513 Belknap Street

Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 13 - Electrical

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

§ Two Million Six Hundred Sixty-Eight Thousand Three Hundred Eighty-Six

**\$2,668,386.00**

2. **Work Scope** NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**\$NA**

3. **Work Scope** NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**\$NA**

4. **Work Scope** NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

**\$NA**

5. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$ NA

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

\_\_\_\_\_

\$ NA

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Eleven Thousand One Hundred Sixty-Nine

\$ 11,169.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Two Thousand Three Hundred Twenty-Five

\$ 2,325.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_

\$ NA

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated July 25th, 2025 Addenda No. 2 Dated July 29th, 2025

Addenda No. 3 Dated July 31st, 2025 Addenda No. 4 Dated August 4th, 2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1513 Belknap Street

City: Superior State: WI Zip: 54880

Phone Number: 715-394-7769 Fax Number: NA

Name (typed or printed): Christopher L. Krook

Signature: 

Title: Project Manager

Date: August 6th, 2025

**END OF SECTION 00 4113**

# AIA® Document A310™ – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Belknap Electric, Inc.

1513 Belknap St  
Superior, WI 54880-2647

**OWNER:**

*(Name, legal status and address)*

ISD 709 - Duluth Public Schools  
719 Portia Johnson Dr.  
Duluth, MN 55802

**SURETY:**

*(Name, legal status and principal place of business)*

West Bend Insurance Company  
1900 S 18th Ave  
West Bend, WI 53095-8796

**ADDITIONS AND DELETIONS:**

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

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

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

**BOND AMOUNT: \$**

Five Percent of the Amount Bid

**PROJECT:**

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

Demolition and interior fit out of an existing 72,000 sq. ft. building.

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

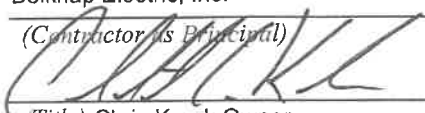
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 6 day of August , 2025

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Belknap Electric, Inc.  
*(Contractor as Principal)* \_\_\_\_\_ *(Seal)*  
  
\_\_\_\_\_  
*(Title)* Chris Krook Owner

West Bend Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*  
  
\_\_\_\_\_  
*(Title)* Becky Larson , Attorney-In-Fact

Init.

User Notes:



Bond No. 2654477

**POWER OF ATTORNEY**

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Becky Larson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

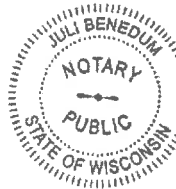
Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of August, 2025



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Hunt Electric Corporation

4330 W 1st St, St B

Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 13

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ TWO MILLION SEVEN HUNDRED TEN THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS

2. **Work Scope** N.A.

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

3. **Work Scope** N.A.

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

4. **Work Scope** N.A.

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

5. **Work Scope** N . A .

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

6. **COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

N . A .

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N . A . \$

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N . A . \$

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N . A . \$

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N . A . \$

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N . A . \$

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 84,049 \$

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ 4,740 \$

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ N . A . \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25  
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 W 1st St., Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: \_\_\_\_\_

Name (typed or printed): Max Wyatt

Signature: 

Title: Estimator

Date: 8/6/25

**END OF SECTION 00 4113**

**SECTION 00 4325  
PRE-BID SUBSTITUTION REQUEST FORM**

PROJECT: **Duluth Public Schools - ISD 709 - DNT Building Renovation**  
TO: **Miller Architects and Builders, LLC**  
3335 W. St. Germain St. St. Cloud, MN

Construction Project Number: 33231

Date: \_\_\_\_\_

We hereby submit for your consideration the following pre-bid product instead of the specified item for the above-mentioned project.

Specification Section and Paragraph: \_\_\_\_\_

Drawings and Details affected: \_\_\_\_\_

Proposed Substitution/Description: \_\_\_\_\_

Manufacturer's Name: \_\_\_\_\_

**WHY IS PRE-BID SUBSTITUTION BEING SUBMITTED? (Select 1 of the following):**

- Pre-Bid Substitution (Prior Approval): Include detailed analysis comparing proposed substitution against specified product including redlined Specification Section showing differences.
- Specified product is not available. Explain in detail using attached letter.
- Cost savings to Owner. Indicate comparative cost analysis as attachment.
- Other. Explain:

**EFFECTS OF PROPOSED SUBSTITUTION**

Attach complete explanations and technical data, including laboratory test, if applicable. Include complete information changes to Drawings and/or Specification that proposed substitution would require for its proper installation. Fill in blanks below:

		No	Yes
A.	Does substitution affect dimensions shown on Drawings?	<input type="checkbox"/>	<input type="checkbox"/>
B.	Will undersigned pay for changes to building design, including engineering and detailing costs caused by requested substitution?	<input type="checkbox"/>	<input type="checkbox"/>
C.	Does this substitution have an effect on other trades (If so, explain on attachment)	<input type="checkbox"/>	<input type="checkbox"/>
D.	Are there differences between proposed substitution and specified item?	<input type="checkbox"/>	<input type="checkbox"/>
E.	Does the manufacturer guarantee the proposed and specified items are the same? (If not, explain on attachment)	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned states that function, appearance, and quality are equivalent or superior to specified item.

**SUBMITTED BY:**

(Include name, address, e-mail, telephone, and contract person of manufacturer/supplier of proposed substitution)

---

---

---

---

Subcontractor's signature and date:

---

Contractor's signature and date:

---

**For Architect's use:**

- Accepted
- Accepted as Noted
- Not Accepted
- Received too late
- Incomplete information
- No substitutions accepted for this

Reviewed by/date:

Comments:

# AIA® Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Hunt Electric Corporation  
4330 West 1st Street, Suite B,  
Duluth, MN 55807

**OWNER:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N. Franklin Street,  
Chicago, IL 60606

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

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

**BOND AMOUNT \$:** Five Percent of Total Amount Bid (5%)

**PROJECT** Duluth Public Schools ISD 709 Education Center, Duluth, Minnesota

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

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


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



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

Signed and sealed this 31st day of July, 2025

  
*(Address)*

  
*(Witness)*

Hunt Electric Corporation  
*(Contractor Principal)*   
*(Title)* VP of Business Development

Western Surety Company  
*(Surety)*   
*(Title)* Mary Jo Dingwall, Attorney-in-Fact 

### LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who is being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_ and that he/she is a member, manager, or officer of the limited liability company of \_\_\_\_\_ and that he/she is duly authorized to execute the foregoing instrument in the name of and for the limited liability company.

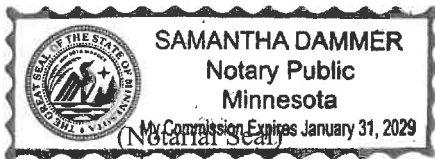
Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(Notarial Seal)

### CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota )  
COUNTY OF St Louis )

On this 31st day of July, 20 25, before me personally appeared Jeff Tyllia to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County and that he/she is the Executive VP of Business Development of the Hunt Electric Corporation corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his/her name thereto by like order.

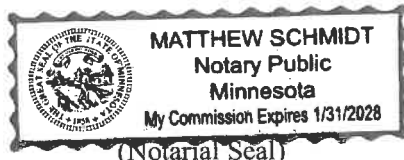


Dammer  
Notary Public, St Louis  
County, Minnesota  
My Commission Expires 11/31/29

### ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota )  
COUNTY OF Dakota )

On this 31st day of July, 20 25, before me personally appeared Mary Jo Dingwall to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Matthew Schmidt  
Notary Public, Hennepin  
County, Minnesota  
My Commission Expires January 31, 2028

# 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

**Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitz Rivas, Matthew Schmidt, Daniel A Kampf, Individually**

of Burnsville, 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 16th day of January, 2025.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of January, 2025, 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-Laws 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 31st day of July, 2025



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 27<sup>th</sup> 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](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM:

DULUTH ELECTRICAL CONTRACTING, INC.  
5051 MILLER TRUNK HWY  
DULUTH, MN. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Miller Architects 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the Duluth Public Schools ISD 709 Education Center, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 13, THIRTEEN

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two million Seven hundred sixty five thousand Six hundred twelve dollars and 00/100 cents \$ 2,765,612.00

2. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

5. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$  

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

13, THIRTEEN

for the Combined Base Bid Sum of:

Two million seven hundred sixty five thousand \$ 2,765,612.00  
Six hundred twelve dollars and 00/100 cents

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS \$ 0.00

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS \$ 0.00

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS \$ 0.00

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS \$ 0.00

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS \$ 0.00

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ FIFTY-FIVE THOUSAND DOLLARS \$ 55,000.00

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ FOUR THOUSAND DOLLARS \$ 4,000.00

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ ZERO DOLLARS \$ 0.00

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):


Addenda No. 1 Dated 7/25/25 Addenda No. 3 Dated 7/31/25  
Addenda No. 2 Dated 7/29/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5051 MILLER TRUNK HWY  
City: DULUTH State: MN Zip: 55811  
Phone Number: 218-724-5566 Fax Number: 218-728-2163  
Name (typed or printed): RICK HART  
Signature:   
Title: PRESIDENT  
Date: 8/6/25

END OF SECTION 00 4113



# Document A310™ – 2010

Bond No. FB0004755

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Duluth Electrical Contracting, Inc.  
5051 Miller Trunk Hwy

Duluth, MN 55811

**SURETY:**

*(Name, legal status and principal place of business)*  
GRANITE RE, INC.  
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*  
ISD#709-Duluth Public Schools

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

**PROJECT:** ISD-709 DNT Building Renovation

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


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


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

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

Signed and sealed this 31st day of July, 2025

Duluth Electrical Contracting, Inc.  
*(Principal)*  *(Seal)*

*(Witness)*  
  
*(Witness)*

*(Title)*  
GRANITE RE, INC.  
*(Surety)*  *(Seal)*  
*(Title) Attorney-in-Fact* Troy Staples

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

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### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MI )  
County of St Louis )

On this 6<sup>th</sup> day of Aug, in the year 2025, before me personally come(s) Richard A Hart, to me known, who, being duly sworn, deposes and says that he/she is the President of the Duluth Electric Contracting Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

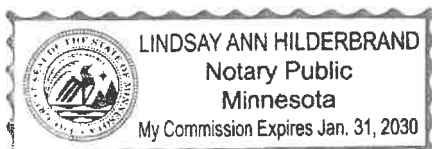
\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )



On this 31st day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



\_\_\_\_\_  
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )



[Signature of Kenneth D. Whittington]
Kenneth D. Whittington, President
[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

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

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



[Signature of Bethany J. Alred]
Notary Public

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 31st day of July, 2025.



[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

SECTION 00 4113  
BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: Holden Electric Co., Inc.

925 20TH AVE.

TWO HARBORS, MN 55616

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope #13 - Electrical

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Two Million Seven hundred Seventy - Six Thousand Six Hundred Seventy - Seven \$ 2,776,677.00

2. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

3. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

4. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

5. Work Scope NA

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ NA \$ NA

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

NA

for the Combined Base Bid Sum of:

NA \$ NA

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ One Hundred & fifty two Thousand Dollars \$152,000.00

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Three Thousand Five Hundred Ten Dollars \$ 3,510.00

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NA \$ NA

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 7/25/25 Addenda No. 2 Dated 7/29/25  
Addenda No. 3 Dated 7/31/25 Addenda No. 4 Dated 8/4/25

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 925 20TH Ave.

City: Two Harbors State: MN Zip: 55616

Phone Number: 218-834-9226 Fax Number: \_\_\_\_\_

Name (typed or printed): Nick Osbakken

Signature: 

Title: Vice President

Date: 8/06/2025

**END OF SECTION 00 4113**

# AIA Document A310™ - 2010

Bond No. UB002872

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Holden Electric Co. Inc.  
7669 College Rd

Baxter, MN 56425

**OWNER:**

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

**SURETY:**

*(Name, legal status and principal place of business)*

United Fire & Casualty Company  
P.O. Box 73909  
118 - 2nd Ave SE (Zip 52401)  
Cedar Rapids, IA 52407

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

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

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

**PROJECT:** DNT Building Renovation  
Work Scope 13 - Electrical

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

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

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

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

Signed and sealed this 28th day of July, 2025

  
\_\_\_\_\_  
*(Witness)*

  
\_\_\_\_\_  
*(Witness)*

Holden Electric Co. Inc.  
*(Principal)*  *(Seal)*

*(Title)* VICE PRESIDENT  
United Fire & Casualty Company  
*(Surety)*  *(Seal)*

*(Title)* Attorney-in-Fact  
Roy Staples

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

Init. AIA Document A310™— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

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

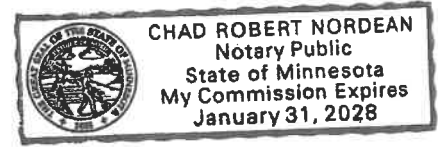
\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Lake )

On this 5<sup>th</sup> day of August, in the year 2025, before me personally come(s) Nick Osbakken, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

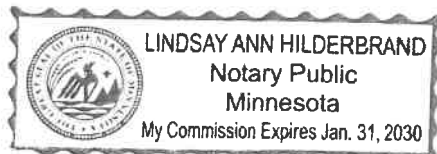
Chad Nordean  
Notary Public



### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 28th day of July, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]  
Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, ROBERT DOWNEY, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024  
UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY



By: *Kyanna M. Saylor*  
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 28th day of July, 2025.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC

SECTION 00 4113

BID FORM

PROPOSAL BID FORM

BID TO:

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

BID FROM: PEC Solutions LLC, dba Archkey/Parsons Electric

1415 Highway 33 S Cloquet MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 13 Electrical

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three million two hundred thirty one thousand eight hundred and twenty nine.

\$ 3,231,829.00

2. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_

\$

**5. Work Scope**

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

**6. COMBINED WORK SCOPE BID**

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_

for the Combined Base Bid Sum of:

\_\_\_\_\_ \$

**ALTERNATES**

Alternates (as indicated/required in section 01 2300):

**Alternate No. 1A: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 1B: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 1C: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 1D: Water Service** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 2: Infill** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**Alternate No. 3: Raceways** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ DEDUCT

**Alternate No. 4: ATS** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ DEDUCT

**Alternate No. 5: DDC** as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ No Change

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/28/2025 Addenda No. 2 Dated 07/30/2025

Addenda No. 3 Dated 08/01/2025 Addenda No. 4 Dated 08/05/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1415 Highway 33 S Cloquet MN 55720

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number: \_\_\_\_\_

Name (typed or printed): Matthew Collins

Signature: 

Title: Senior Project Manager

Date: 8/6/2025

**END OF SECTION 00 4113**

Bid Date: July 31, 2025

# A310<sup>TM</sup> – 2010 Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

PEC Solutions, LLC dba ArchKey/  
Parsons Electric

1415 Highway 33 S  
Cloquet, MN 55720

**OWNER:**

*(Name, legal status and address)*

ISD 709- Duluth Public Schools  
719 Portia Johnson Drive  
Duluth, MN 55802

**SURETY:**

**Berkley Insurance Company**  
475 Steamboat Road  
Greenwich, CT 06830

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

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

**BOND AMOUNT:** \$ 5% G.A.B. Five Percent of the Greatest Amount Bid

**PROJECT:**

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

Duluth Public Schools ISD 709 Education Center - Bid Number 1340  
424 West First St., Duluth, MN 55802

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

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

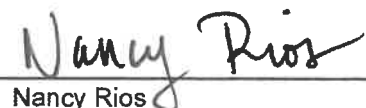
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 16th day of July, 2025.

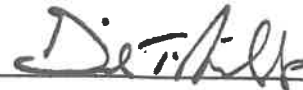
  
\_\_\_\_\_  
*(Witness)*

PEC Solutions, LLC dba ArchKey/Parsons Electric  
\_\_\_\_\_  
*(Principal)* *(Seal)*

  
\_\_\_\_\_  
*(Title)*  
By: Jeff Russell, Director of Risk Management

  
\_\_\_\_\_  
*(Witness)* Nancy Rios

**Berkley Insurance Company**  
\_\_\_\_\_  
*(Surety)* *(Seal)*

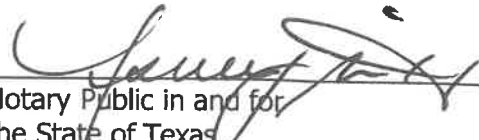
  
\_\_\_\_\_  
*(Title)*  
By: David T. Miclette, Attorney-in-Fact

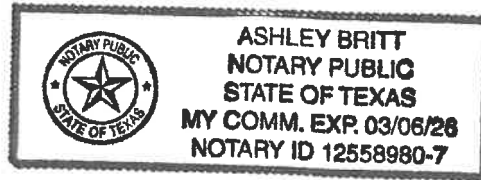
**Surety Notary Acknowledgement**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of July, 2025, by David T. Miclette  
Attorney-In-Fact for Berkley Insurance Company

  
Notary Public in and for  
the State of Texas  
Name Printed: Ashley Britt  
My Commission Expires: March 6, 2026



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *David T. Miclette; Barry K. McCord; Robert C. Davis; Ashley Britt; Rita G. Gulizo; Nikole Jeannette; Stacey Bosley; Stacy Owens; John Duke; Lucas Lomax; Nancy Rios; Kathleen Cuckler; or Aaron Hawley of Bowen, Miclette & Britt Insurance Agency, LLC of Houston, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2<sup>nd</sup> day of May, 2024.



Attest:

By Philip S. Welt  
Philip S. Welt  
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 2<sup>nd</sup> day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RINDBAKEN  
NOTARY PUBLIC  
CONNECTICUT

Maria C. Rindbaken  
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 16<sup>th</sup> day of July, 2025  
Vincent P. Forte  
Vincent P. Forte



SECTION 00 4113  
BID FORM

PROPOSAL BID FORM

BID TO:  
Duluth Public Schools, ISD 709  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Benson Electric Company  
1102 North 3rd Street  
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by **Miller Architects** 3335 W St Germain St St Cloud MN 56301 and dated 7-8-25 relating to the construction of the **Duluth Public Schools ISD 709 Education Center**, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** #13 - Electrical

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Three Million Two Hundred Eighty-nine Thousand, <sup>00</sup>/<sub>100</sub> \$ 3,289,000.-

2. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

3. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

4. **Work Scope** \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

5. Work Scope \_\_\_\_\_

The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ \_\_\_\_\_ \$

6. COMBINED WORK SCOPE BID

The Bidder agrees to perform all work in the following Work Scopes:

\_\_\_\_\_ for the Combined Base Bid Sum of: \_\_\_\_\_ \$

ALTERNATES

Alternates (as indicated/required in section 01 2300):

Alternate No. 1A: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

Alternate No. 1B: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

Alternate No. 1C: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

Alternate No. 1D: Water Service as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

Alternate No. 2: Infill as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

Alternate No. 3: Raceways as described in Specification Section 01 23 00 Alternates.

~~(Add, Deduct, No Change)~~ \$ Thirty Thousand, 00/100 \$

Alternate No. 4: ATS as described in Specification Section 01 23 00 Alternates.

~~(Add, Deduct, No Change)~~ \$ Four thousand, 00/100 \$

Alternate No. 5: DDC as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$

**ALLOWANCES**

Bidder agrees to include the allowances as indicated in section 01 2100 in the base bid.

**ADDENDA**

Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 07/25/2025 Addenda No. 3 Dated 07/31/2025

Addenda No. 2 Dated 07/29/2025 Addenda No. 4 Dated 08/04/2025

**RESPONSIBLE CONTRACTOR**

By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**BID ACCEPTANCE**

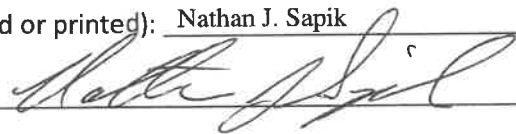
If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1102 North 3rd Street

City: Superior State: WI Zip: 54880

Phone Number: (715) 394-5547 Fax Number: NONE

Name (typed or printed): Nathan J. Sapik

Signature: 

Title: Vice President

Date: 08/06/2025

**END OF SECTION 00 4113**



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:** *(Name, legal status and address)*

BENSON ELECTRIC COMPANY INC

1102 N 3RD ST, SUPERIOR, WI 548801230

**OWNER:** *(Name, legal status and address)*

ISD 709 - Duluth Public Schools

719 Portia Johnson Drive, Duluth, MN 55802

**BOND AMOUNT:**

Five and 00/100 Percent of the Bid Amount

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

Duluth Public Schools ISD 709 Education Center

**SURETY:** *(Name, legal status and principal place of business)*

**United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407**

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

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 28th day of July 2025

Karen Steens  
(Witness)

[Signature]  
(Witness)

BENSON ELECTRIC COMPANY INC  
[Signature]  
(Principal) Vice President (Seal)

(Title)  
UNITED FIRE & CASUALTY COMPANY  
[Signature]  
(Surety) Attorney in Fact (Seal)  
(Title)

CONT0456

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company – See Certification)

Bond No.: 487650-15333

Obligee:

ISD 709 - Duluth Public Schools 719 Portia Johnson Drive, Duluth, MN 55802

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA SUND, TIMOTHY J. ROTHÉ, CHAD P. MATUSHAK, STEVEN KIMMES, PAMELA J. CARLSON, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JACIE OLSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire November 26th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of July, 2025



UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 28th day of July, 2025, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*

Notary Public  
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 28th day of July, 2025.



By: *Mary A. Bertsch*

Assistant Secretary,  
UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )
ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public within and for said county, personally appeared, \_\_\_\_\_

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that \_\_\_he\_\_\_ executed the same as \_\_\_h\_\_\_ free act and deed.

(Notarial Seal)

Notary Public, \_\_\_\_\_
County, \_\_\_\_\_
My commission expires \_\_\_\_\_

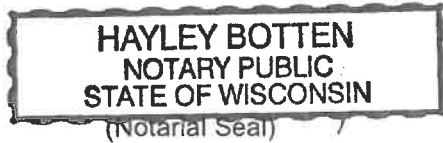
CORPORATE ACKNOWLEDGMENT

STATE OF Wisconsin )
COUNTY OF Douglas )
ss.

On the 28th day of July 2025, before me personally appeared Nathan Sapik

to me known, who being by me duly sworn, did depose and say: that he resides in Douglas County, WI that he is the Vice President of the Benson Electric Company

the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order.



Hayley Botten
Notary Public, Douglas
County Wisconsin
My commission expires 4/11/2026

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Wisconsin )
COUNTY OF Douglas )
ss.

On this 28th day of July, 2025, before me appeared Jacie Olson to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY COMPANY a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Christina A. Waletzko
Notary Public, Douglas
County, Wisconsin
My Commission expires 7/21/2027

## MINNESOTA STATE COLLEGES AND UNIVERSITIES

## LAKE SUPERIOR COLLEGE

## POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT

2025-2026

This contract is by and between *Duluth Public Schools (ISD 709); 709 Portia Johnson Drive; Duluth MN 55811* (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
  - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
  - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
  - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>); and all other duties as stipulated in Attachment A.
4. CONSIDERATION AND TERMS OF PAYMENT.
  - a. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:
    - i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the current approved respective academic year rate for tuition and fees per credit hour per student. Rates can vary by courses and final approved rates will be available on the LSC

website at <https://www.lsc.edu/current-students/student-payment-office/fees/> . Below are estimated base online tuition rates and fees. 353

Academic Year	<i>Estimated</i> base tuition rates and fees
2025-2026	\$247.21

ii. Textbooks and materials, as outlined by the Postsecondary Enrollment Options Act (M.S. 124D.09, Subdivision 19, required for students to complete course(s) are the financial responsibility of the SCHOOL DISTRICT.

1. See ATTACHMENT B
2. The SCHOOL DISTRICT has selected **Option #2 (LSC Store packages book orders using the student schedule....books are picked up by the students at LSC...)**

5. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:

- a. Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT after October 1<sup>st</sup> for fall and February 15<sup>th</sup> for spring semester.
- b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition, fees, and textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.

6. TERM OF CONTRACT. This contract shall be effective on July 1, 2025, or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

This agreement is effective for the 2025-2026 Academic Years.

7. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to the other party. Termination by the SCHOOL DISTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. AUTHORIZED REPRESENTATIVES.

a. COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa (or her successor)  
 Title: College in the Schools Director  
 Address: 2101 Trinity Road, Duluth MN 55811  
 Telephone: 218-733-5916  
 E-Mail: stephanie.wainionpaa@lsc.edu

- b. SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is: 354

Name: John Magas (or his/her successor)  
Title: Superintendent  
Address: 709 Portia Johnson Drive; Duluth MN 55811  
Telephone: 218-336-8752  
E-Mail: superintendent@isd709.org

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 5, paragraph b.

9. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.
10. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.
11. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
13. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.
14. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
15. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL DISTRICT.

16. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without<sup>355</sup> limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

17. OTHER PROVISIONS: Attachment A "Other Duties"

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**1. SCHOOL DISTRICT:**

**School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature)
Title
Printed Name
Date

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
LAKE SUPERIOR COLLEGE**

By (authorized college/university initiating agreement)
Title
Printed Name
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**AS TO FORM AND EXECUTION:**

By (authorized college/university initiating agreement)
Title
Printed Name
Date

## Other Duties

**Lake Superior College (LSC) Staff shall:**

- Will work cooperatively and in partnership with high school personnel to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Maintain registration, waiver, and grade records for all completed LSC classes.
- Provide to PSEO students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.
- Communicate with high school regarding student progress if "early alert" is submitted.
- Provide unofficial transcripts to high school once final grades are posted

**High School Staff and Administrators shall:**

- Ensure students meet minimum PSEO eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Notify parents/students of course offerings and student eligibility.
- Collaborate with LSC staff to administer Accuplacer test to potential PSEO students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of PSEO registration forms
- Agree to terms of the PSEO policy for add/drop and withdrawals.
- Contact LSC staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC to ensure participating students are informed of course start and end dates as they are different than the high school calendar.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in PSEO courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in college level courses
- Provide PSEO students with reasonable access during regular school hours to a computer and other technology resources that the student needs to complete coursework for any online postsecondary enrollment course.

## Lake Superior College (LSC) PSEO by contract Book Process

Under the contract, the books are the property of the High School.

High Schools may choose one option listed below to use for book purchases. Each school contract will state the option chosen by the High School.

### PSEO book options for High Schools:

1. High School representative orders all books using the LSC Store online ordering system using the High School id number. Shipping is paid for by the High School and the High School distributes all books to students. Schools may opt to pick up the order at the LSC Store by stating that option as a comment in the order and giving the Store a 48-hour notice before pickup.
  - Online ordering opens approximately 30 days prior to LSC semester start
  - Allow up to 7 days for shipping

OR

2. LSC Store packages book orders using the student schedule provided by the PSEO advisor. Students are emailed by the LSC Store when their order is ready for pickup. Books are picked up by the students at LSC. \*  
*\* Students living more than 25 miles from the campus, or with another special circumstance, may opt to request their books be shipped to them by sending an email to [lsc\\_bookstore@lsc.edu](mailto:lsc_bookstore@lsc.edu). Students choosing this option will be responsible to pay for the shipping cost.*  
(Option 2 is the method used by all state billed PSEO).

Lists of books sent/given to students are available upon request with the LSC Store by emailing [lsc\\_bookstore@lsc.edu](mailto:lsc_bookstore@lsc.edu).

Under either option, if High Schools receive books they do not need they can return any of the newly received books to LSC. Returns are due back to the store **no later than five weeks** after the LSC semester starts. Books must be in the same condition as when sent to the schools.

### At the end of each semester:

The High School paid for and owns the books. Each High School can decide how, or if, they want to process returns to the High School. **Books may not be returned to LSC.**

- High Schools may opt to hold on to the books for possible future use.
- There is an online buy back option available all the time at:  
<https://onlinebuyback.mbsbooks.com/index.php?jde=2745>.

\*\*There is no guarantee that book buyback, or future use, will be available for any book. \*\*

July 7, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Kaitlyn Blaisdell</b>	<b>Duluth Public Schools</b>	<b>5/28/2025</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

June 23, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Caleb Lewis</b>	<b>Duluth Public Schools</b>	<b>5/29/2025</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

---

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 7/3/2025

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Kaitlyn Thompson

7/3/2025

July 22, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Morgan Franzen</b>	<b>Duluth Public Schools</b>	<b>7/22/2025</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

---

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 7/28/2025

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Latasha Hodges

7/28/2025

August 6, 2025

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Alexis Launderville</b>	<b>Duluth Public Schools</b>	<b>8/6/2025</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle  
Principal

Kathleen Wilson  
Sr. Clerical  
Area Learning Center

## **512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES**

### **I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

### **II. GENERAL STATEMENT OF POLICY**

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
  - 2. School-sponsored media may be distributed at reasonable times and locations.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- C. "Minor" means any person under the age of eighteen (18).
- D. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
  2. distributed or generally made available to students in the school; and
  3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

#### **IV. GUIDELINES**

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;

4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
  6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

## 2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

## 3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

**V. POSTING**

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**Legal References:** U. S. Const., amend. I  
*Morse v. Frederick*, 551 U.S. 393 (2007)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
 Policy 506 (Student Discipline)  
 Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

First Reading: 06.10.2025  
 Second Reading:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy  
512Orig. 1995  
Rev. 2024

Revised: \_\_\_\_\_

**512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES****I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

**II. GENERAL STATEMENT OF POLICY**

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
  - 2. School-sponsored media may be distributed at reasonable times and locations.

**III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. "Minor" means any person under the age of eighteen (18).

- D. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
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  3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
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#### **IV. GUIDELINES**

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- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;
  4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
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No one shall induce or coerce a student or staff member to accept a student publication.

**V. POSTING**

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**Legal References:** U. S. Const., amend. I  
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*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
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**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
 Policy 506 (Student Discipline)  
 Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

## ~~5080 STUDENT EXPRESSION OF OPINION~~

~~Students, as any other citizens, have the right to express their opinion. Historically, the school has been a place for the exchange of ideas and the dissemination of information; consequently, the schools should provide all possible opportunities for students to discuss issues and to express their opinions on school policies, programs of studies, and areas of public concern. Such discussions should be carried on in an atmosphere of mutual respect with all points of view having equal opportunity to be presented.~~

~~Although students have the right to express opinions, to make suggestions to school administrators and faculty, and to be heard in the setting up of rules of conduct, until changes are made, they must follow the established rules and policies of the school. Any outside person who interferes with the normal functioning of the school or who engages in any unauthorized activity on school property shall be asked to leave, and if he refuses to do so, the school administrator or teacher in charge shall request his removal by law enforcement officers.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 0-6-20-1995 ISD-709~~

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

**1005 COMMUNICATION WITH THE PUBLIC**

The School Board will maintain a continuing information program for compiling and distributing news of events, noteworthy facts, statistics, plans and forecasts in the interest of an on-going development of adequate public support. The School Board will utilize various means for enabling the community to make its desires known, and to inform the community of its plans and actions. Relative to various specific topics and/or issues, the School Board will appoint citizens' advisory committees.

Adopted: 06-09-1970 ISD 709

**Revised: 06-20-1995 ISD 709**

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1010 COMMUNICATION RELEASES**

All news items relating to School District reports, needs, and planning will be released and coordinated through the Superintendent's office.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## 1015 SCHOOL COMMUNICATIONS

The local school principal and school staff are responsible for establishing lines of communication with their parents/guardians of enrolled students and other community members relative to:

1. Curriculum
2. Instructional activities
3. Educational innovations
4. Special events
5. Building/remodeling programs
6. Extra-curricular activities
7. Accomplishments of students
8. Accomplishments of staff
9. Student grades (progress)
10. Student attendance

The use of electronic means to accomplish 1-10 is expected.

The various student publications supervised by the principal and paid for by the individual schools are not regarded as an official or appropriate medium for the interpretation of School Board and administrative policies.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

06-21-2005 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~06-21-2005 ISD-709~~

**1040 STUDENT APPEARANCES, INTERVIEWS AND PERFORMANCES**

In the interest of cooperating with the media relative to the involvement of students, principals shall determine the appropriateness of student involvements, keeping in mind the basic objective of the school is the education of boys and girls. Principals may consult with the Superintendent or Director of Curriculum, Instruction & Assessment when making decisions on specific media requests.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## 1045 SCHOOL DISTRICT MEETINGS

All meetings of school administrators, teaching staff, or students may be considered as possible subject matter for reports by the mass media or for attendance by interested citizens. The following provisions are made:

1. Citizen participation or media coverage must not be disruptive of the meetings.
2. Available space must be assigned first to those individuals directly involved in the business of the meeting; in the event of unusual public interest, those in charge of the meeting should make reasonable efforts to hold it in a room of adequate size to accommodate the press and public.
3. Any committee meeting involving individual disciplinary action may be closed to the press and the public.
4. Information which might adversely affect the School Board's financial position (for example, the announcement of a site selection on which negotiations are in progress) may be withheld from the public for a reasonable period of time.
5. The presence of press or public at any school meeting does not imply their right to participation in the meeting, but only the right to observe and to offer comments or questions only upon invitation.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1055 RESPONSIBILITIES OF SCHOOL PERSONNEL**

The Superintendent is responsible for interpreting School Board policies to the staff and to the public. He/she will utilize the School District's administrative staff to develop an active and comprehensive informational program. Teachers and other staff members are expected to exercise restraint when discussing school matters with non-school acquaintances; casual opinions may be accepted as factual information. Questions on areas of unusual importance or sensitivity in school-community relations may be shared directly with the Superintendent or through other members of the administrative staff.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1060 PARTICIPATION BY THE PUBLIC**

The School Board shall encourage the involvement of citizens, both as individuals and as groups, to act as advisors and resource people in the following manners:

1. In the development of broad policy statements.
2. In the development of administrative regulations and procedures to implement policies.
3. In the development of objectives for courses of study.
4. In the evaluation of educational programs.
5. In situations where the specific talents of the lay person complement the instructional services of the teachers.
6. In solving specific problems.
7. In serving as advisory persons to curriculum development projects.

Adopted: 06-09-1970 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1065 PARENT-TEACHER-STUDENT ASSOCIATIONS**

The purposes of the PTSA as endorsed by the School Board are as follows:

1. To promote the welfare of children and youth in home, school, church and community.
2. To raise the standards of home life.
3. To secure adequate laws for the care and protection of children and youth.
4. To bring into close relation the home and school such that parents and teachers may cooperate intelligently in the training of the child.
5. To develop between educators and the general public such united efforts as will secure for every child the highest advantages in physical, mental, social, and spiritual education.

Adopted: 06-09-1970 ISD 709

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~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

## 1070 CITIZENS' ADVISORY COMMITTEES

Advisory committees should be appointed only when there is a definite function to be performed, and this function will be communicated to the committee in writing when it is appointed. The School Board shall have the sole power to dissolve any of its advisory committees and shall reserve the right to exercise this power at any time during the life of any committee. Specific topics for study or well-defined areas of activity shall be assigned in writing to each committee immediately following its appointment.

Each committee shall be instructed as to:

1. The length of time each member is being asked to serve.
2. The service the School Board wishes it to render.
3. The resources the School Board intends to provide to help it complete its job.
4. The approximate dates of which the School Board wishes it to submit reports.
5. The time and place of the first meeting.
6. The School Board policies governing citizens' committees.
7. Its relationships with the School Board as a whole, with individual School Board members, with the Superintendent, and with other members of the professional staff.
8. The approximate date on which the School Board wishes to dissolve the committee.
9. Who will serve as a liaison between the committee and the School Board.

All appointments of citizens to advisory committees for the School Board shall be made by the School Board.

All appointments of staff members to citizens' advisory committees for the School Board shall be made by the Superintendent with the approval of the School Board. Staff members shall constitute a minority of any citizens' advisory committee.

School Board members shall not be official members of advisory committees but may visit sessions of committees as ex officio.

The Superintendent may appoint a staff member to assist each advisory committee; such committee assistants shall be responsible to the Superintendent.

Expenditures of School District funds and the use of School District supplies, equipment, and personnel shall be carried out only upon prior approval of the Superintendent.

When a citizens' advisory committee is ready to submit its final report, the School Board shall arrange a joint meeting for the purpose of receiving the report.

The School Board shall see that the public is made aware of the services rendered by citizens' advisory committees and that the public is informed of all conclusions and recommendations made by such committees.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~The Superintendent may appoint a staff member to assist each advisory committee; such committee assistants shall be responsible to the Superintendent. Expenditures of School District funds and the use of School District supplies, equipment, and personnel shall be carried out only upon prior approval of the Superintendent.~~

~~When a citizens' advisory committee is ready to submit its final report, the School Board shall arrange a joint meeting for the purpose of receiving the report. The School Board shall see that the public is made aware of the services rendered by citizens' advisory committees and that the public is informed of all conclusions and recommendations made by such committees.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1075 SCHOOL-CONNECTED ORGANIZATIONS**

In schools where the staff deems it advisable to organize support groups of parents to promote special activities, such groups may be organized under the general guidance of the principal. Such organizations shall have their purposes and objectives clearly stated in writing and all funds raised and expended must be accurately accounted for.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1085 PUBLIC ACTIVITIES INVOLVING STAFF, STUDENTS, OR SCHOOL FACILITIES**

It is the School Board's position that all employees should seek opportunities in the community to represent the School District accurately to members of the community. When School District personnel are asked to recommend someone to perform a professional service, they should take the position that it is inappropriate for them to do so. Instead, the employee should direct the person making the request to the proper professional association.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

02-15-2000 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~02-15-2000 ISD-709~~

**1095 GIFTS TO SCHOOL PERSONNEL**

School employees may not receive any commission, expense-paid trips, or gifts from individuals or companies who sell equipment, materials, or services required in the operation of the schools or other facilities of the School District.

Students and parents are discouraged in the presenting of gifts to School District employees; instead, the School Board recommends that expressions of appreciation to employees be made via letters to the employees expressing gratitude.

The School Board considers as appropriate the presentation of token gifts to retiring employees who have rendered outstanding service and who have earned the high regard of other staff members and the community.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

## 1105 CONTESTS FOR STUDENTS

The primary educational aims of the schools and the needs and interests of their pupils must be the first consideration at all times. Any contest in which student participation is authorized should be:

1. One that supplements or complements and does not unduly interfere with the regular school program.
2. One that is beneficial to youth in educational, civic, social, or ethical development.
3. One that makes it possible for individual students to work out contributions by their own efforts and does not invite dishonest collaboration.
4. One whose subject is not commercial, controversial, sectarian, or concerned with propaganda. It must emphasize high moral standards, good citizenship, and intellectual competence.
5. One from which no contestant should be excluded because of race, color, creed, gender, or payment of entry fee.
6. One which does not place an undue burden on students, teachers, or the school, nor require frequent or lengthy absence of participants from the school.
7. One sponsored by an organization engaged in a creditable or acceptable enterprise regardless of kind or amount or prizes offered and must not use the contest or activity as a "front" for advertising a company name or product.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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Adopted: ~~06-09-1970 ISD 709~~

Revised: ~~06-20-1995 ISD 709~~

**1110 GIFTS TO STUDENTS**

Trophies, prizes, or awards to students from persons or organizations not connected with the schools must be approved by the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 — ISD-709~~

~~Revised: — 06-20-1995 — ISD-709~~

**1115 SOLICITING FUNDS FROM STUDENTS**

Except for the United Way, fund-raising drives are not to be conducted among the school children by non-school agencies or for non-school activities.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1120 SALE OF TICKETS**

Sale of tickets to activities sponsored by the schools shall be authorized and supervised by the principal and the teacher-sponsor of the activity.

Tickets to events sponsored by non-school agencies shall not be sold in any school.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1125 SOLICITING OF STAFF AND STUDENTS**

The services of school personnel or students may not be solicited during school hours or on school property in connection with any advertising or promotional venture of a commercial nature.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## 1135 LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES

The School District through its facilities utilization policy recognizes that it does provide space for "limited public forums" as defined in the Federal Equal Access Act. Therefore, secondary school administrators shall make space available for student forums for the purpose of affording a fair opportunity to students who wish to conduct meetings in the schools provided:

1. The request for space is student initiated.
2. That such forums are not under the direction, control, or conducted or regularly attended by non-school personnel.
3. Such meetings do not materially or substantially interfere with the orderly conduct of regular school activities.
4. That student attendance at such meetings is voluntary and student initiated.
5. or agents of the School District may be present if assigned to monitoring duties or if invited by the group holding the meeting.

In determining whether or not such meetings materially or substantially interfere with the orderly conduct of school activities, administrators shall inquire as to the makeup of the group, the expected attendance, and the content of the meeting(s) and shall not approve the use of the facility if it appears that the meeting may result in or lead to property damage, the commission or encouragement of illegal acts or may otherwise pose a threat to the school system or the public good.

Further, it is not the intent of the School Board by this policy to:

1. Influence the content of any prayer or other religious activity.
2. Require any person to participate in prayer or other religious activity.
3. Provide public financial support of such activities other than costs associated with providing space for the student meetings and allocations of staffing for monitoring the activity.
4. Compel school employees to attend any meeting if the content of the speech at the meeting is contrary to the belief(s) of the employee.
5. Sanction meetings which are otherwise unlawful.
6. Promote pupil attendance at such meetings by allowing any announcements on the public address system or poster announcements that exceed a simple announcement of the day, time, and location of the meeting.

Facility use permits may be issued to any size group for non-school day hours (generally 6:00 a.m. to 8:15 a.m. or 3:30 p.m. to 6:00 p.m.) with the only other limitation being the adequacy of available facilities to meet the needs of large groups. Students shall apply for a "Use Permit" in the office of the school principal. All other "Use Permit" requests are to be processed by the Community Education Office.

Issuance of a "Use Permit" is not to be interpreted as School District endorsement, sponsorship, or approval of matters advocated or discussed at the meetings.

Nothing in this policy shall prevent school personnel from initiating activities (of a traditional or historical extra-curricular nature) which require use of school space as long as there is no requirement for student participation.

Adopted: 06-09-1970 ISD 709  
 Revised: 09-26-1972  
 07-18-1978  
 08-10-1982  
 12-11-1984



## ~~1135—LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES~~

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 09-26-1972~~

~~07-18-1978~~

~~08-10-1982~~

~~12-11-1984~~

~~06-20-1995 ISD 709~~

**1145 RELATIONS BETWEEN THE SCHOOL DISTRICT AND OTHER  
GOVERNMENTAL AGENCIES**

The Superintendent shall deploy staff time for maximum effectiveness in dealing with the other branches of government and to assign specific responsibilities to staff members whenever necessary. The Superintendent will report to the School Board any instances in which emerging contingencies require consideration of additional staff time to meet the needs of liaison with the various local, state, and federal agencies.

The Duluth Public Schools shall cooperate with the health department, welfare agencies, county schools, state government, federal government, and the various area, state, regional, and national associations and schools.

Adopted: 06-09-1970 ISD 709

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~~Adopted: — 06-09-1970 ISD 709~~

**1160 FIRE DEPARTMENT RELATIONSHIP**

It shall be the responsibility of each building principal to cooperate with the local fire department. At least once a year all schools will be checked by the Fire Marshal's office and a report sent to the principals who will, in turn, advise the Superintendent of needed improvements identified by the Fire Marshal.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Thursday, August 7, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. AGENDA ITEMS**

**A. Strategic Plan Alignment**

1) Advancing Equity - N/A

2) Supporting Every Student - N/A

3) Improving Systems

a. 25-26 Progress Monitoring Calendar Overview

2

b. Board Discussion on Committee of the Whole Format

3

**B. Budget Update**

**C. Other**

**4. ADJOURN**

**COW Agenda Cover Sheet****Meeting Date: August 7, 2025****Topic: 25-26 Progress Monitoring Calendar Overview****Presenter(s): John Magas and Anthony Bonds****Attachment: N/A****Brief Summary of Presentation or Topic (no more than a few sentences):**

Review/Discussion on the Progress Monitoring Calendar for upcoming 2025-26 School Year

**This Requires School Board Approval : No**

**COW Agenda Cover Sheet****Meeting Date: August 7, 2025****Topic: Board Discussion on Committee of the Whole Format****Presenter(s): John Magas and Anthony Bonds****Attachment: N/A****Brief Summary of Presentation or Topic (no more than a few sentences):**

Discussion on the format of the Committee of the Whole

**This Requires School Board Approval : No**

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Thursday, August 14, 2025  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
2:30 PM

- 1. **AGENDA ITEMS**
- 2. **POLICIES FOR FIRST READING - None**
- 3. **POLICIES FOR SECOND READING**
  - A. 512 School Sponsored Student Publications and Activities (replacing 5080 Student Expression of Opinion) 2
- 4. **POLICIES TO BE CONSIDERED FOR DELETION**
  - A. 1000 Series 12
- 5. **REGULATIONS - Informational - None**
- 6. **OTHER**
  - A. MSBA Policies that were adopted/updated/reviewed between 07.01.24 - 06.30.25 55

## **512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES**

### **I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

### **II. GENERAL STATEMENT OF POLICY**

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
  - 2. School-sponsored media may be distributed at reasonable times and locations.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- C. "Minor" means any person under the age of eighteen (18).
- D. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "School activities" means any activity of students sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
  2. distributed or generally made available to students in the school; and
  3. prepared by a student journalist under the supervision of a student media adviser.
- School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.
- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media adviser" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

#### **IV. GUIDELINES**

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;

4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
  6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

## 2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

## 3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

**V. POSTING**

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**Legal References:** U. S. Const., amend. I  
*Morse v. Frederick*, 551 U.S. 393 (2007)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
 Policy 506 (Student Discipline)  
 Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

First Reading: 06.10.2025  
 Second Reading:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy  
512Orig. 1995  
Rev. 2024

Revised: \_\_\_\_\_

**512 SCHOOL-SPONSORED STUDENT PUBLICATIONS AND ACTIVITIES****I. PURPOSE**

The purpose of this policy is to protect students' rights to free speech in production of school-sponsored media and activities while at the same time balancing the school district's role in supervising student publications and the operation of public schools.

**II. GENERAL STATEMENT OF POLICY**

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
  - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
  - 2. School-sponsored media may be distributed at reasonable times and locations.

**III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting, or displaying material, or placing materials in internal staff or student mailboxes.
- B. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  - 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- C. "Minor" means any person under the age of eighteen (18).

- D. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
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1. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
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#### **IV. GUIDELINES**

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- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:

1. is obscene to minors;
  2. is defamatory;
  3. is profane, harassing, threatening, or intimidating;
  4. constitutes an unwarranted invasion of privacy;
  5. violates federal or state law;
  6. causes a material and substantial disruption of school activities;
  7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
  8. advertises or promotes any product or service not permitted for minors by law;
  9. advocates sexual, racial, or religious harassment or violence or prejudice; or
  10. is distributed or displayed in violation of time, place, and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media adviser for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media adviser from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
  2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
  3. assuring that the views of the individual speaker are not erroneously attributed to the school;
  4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
  5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
  6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

Students shall be permitted to distribute written materials at school as follows:

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways, and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

## V. POSTING

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

**Legal References:** U. S. Const., amend. I  
*Morse v. Frederick*, 551 U.S. 393 (2007)  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bystrom v. Fridley High School, I.S.D. No. 14*, 822 F. 2d 747 (8<sup>th</sup> Cir. 1987)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

**Cross References:** Policy 505 (Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees)  
 Policy 506 (Student Discipline)  
 Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

## ~~5080 STUDENT EXPRESSION OF OPINION~~

~~Students, as any other citizens, have the right to express their opinion. Historically, the school has been a place for the exchange of ideas and the dissemination of information; consequently, the schools should provide all possible opportunities for students to discuss issues and to express their opinions on school policies, programs of studies, and areas of public concern. Such discussions should be carried on in an atmosphere of mutual respect with all points of view having equal opportunity to be presented.~~

~~Although students have the right to express opinions, to make suggestions to school administrators and faculty, and to be heard in the setting up of rules of conduct, until changes are made, they must follow the established rules and policies of the school. Any outside person who interferes with the normal functioning of the school or who engages in any unauthorized activity on school property shall be asked to leave, and if he refuses to do so, the school administrator or teacher in charge shall request his removal by law enforcement officers.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 0-6-20-1995 ISD-709~~

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

**1005 COMMUNICATION WITH THE PUBLIC**

The School Board will maintain a continuing information program for compiling and distributing news of events, noteworthy facts, statistics, plans and forecasts in the interest of an on-going development of adequate public support. The School Board will utilize various means for enabling the community to make its desires known, and to inform the community of its plans and actions. Relative to various specific topics and/or issues, the School Board will appoint citizens' advisory committees.

Adopted: 06-09-1970 ISD 709

**Revised: 06-20-1995 ISD 709**

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1010 COMMUNICATION RELEASES**

All news items relating to School District reports, needs, and planning will be released and coordinated through the Superintendent's office.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: — 06-09-1970 — ISD 709~~

~~Revised: — 06-20-1995 — ISD 709~~

## 1015 SCHOOL COMMUNICATIONS

The local school principal and school staff are responsible for establishing lines of communication with their parents/guardians of enrolled students and other community members relative to:

1. Curriculum
2. Instructional activities
3. Educational innovations
4. Special events
5. Building/remodeling programs
6. Extra-curricular activities
7. Accomplishments of students
8. Accomplishments of staff
9. Student grades (progress)
10. Student attendance

The use of electronic means to accomplish 1-10 is expected.

The various student publications supervised by the principal and paid for by the individual schools are not regarded as an official or appropriate medium for the interpretation of School Board and administrative policies.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

06-21-2005 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~06-21-2005 ISD-709~~

**1040 STUDENT APPEARANCES, INTERVIEWS AND PERFORMANCES**

In the interest of cooperating with the media relative to the involvement of students, principals shall determine the appropriateness of student involvements, keeping in mind the basic objective of the school is the education of boys and girls. Principals may consult with the Superintendent or Director of Curriculum, Instruction & Assessment when making decisions on specific media requests.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## 1045 SCHOOL DISTRICT MEETINGS

All meetings of school administrators, teaching staff, or students may be considered as possible subject matter for reports by the mass media or for attendance by interested citizens. The following provisions are made:

1. Citizen participation or media coverage must not be disruptive of the meetings.
2. Available space must be assigned first to those individuals directly involved in the business of the meeting; in the event of unusual public interest, those in charge of the meeting should make reasonable efforts to hold it in a room of adequate size to accommodate the press and public.
3. Any committee meeting involving individual disciplinary action may be closed to the press and the public.
4. Information which might adversely affect the School Board's financial position (for example, the announcement of a site selection on which negotiations are in progress) may be withheld from the public for a reasonable period of time.
5. The presence of press or public at any school meeting does not imply their right to participation in the meeting, but only the right to observe and to offer comments or questions only upon invitation.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1055 RESPONSIBILITIES OF SCHOOL PERSONNEL**

The Superintendent is responsible for interpreting School Board policies to the staff and to the public. He/she will utilize the School District's administrative staff to develop an active and comprehensive informational program. Teachers and other staff members are expected to exercise restraint when discussing school matters with non-school acquaintances; casual opinions may be accepted as factual information. Questions on areas of unusual importance or sensitivity in school-community relations may be shared directly with the Superintendent or through other members of the administrative staff.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## **1060 PARTICIPATION BY THE PUBLIC**

The School Board shall encourage the involvement of citizens, both as individuals and as groups, to act as advisors and resource people in the following manners:

1. In the development of broad policy statements.
2. In the development of administrative regulations and procedures to implement policies.
3. In the development of objectives for courses of study.
4. In the evaluation of educational programs.
5. In situations where the specific talents of the lay person complement the instructional services of the teachers.
6. In solving specific problems.
7. In serving as advisory persons to curriculum development projects.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

**1065 PARENT-TEACHER-STUDENT ASSOCIATIONS**

The purposes of the PTSA as endorsed by the School Board are as follows:

1. To promote the welfare of children and youth in home, school, church and community.
2. To raise the standards of home life.
3. To secure adequate laws for the care and protection of children and youth.
4. To bring into close relation the home and school such that parents and teachers may cooperate intelligently in the training of the child.
5. To develop between educators and the general public such united efforts as will secure for every child the highest advantages in physical, mental, social, and spiritual education.

Adopted: 06-09-1970 ISD 709

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~~Adopted: — 06-09-1970 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

## 1070 CITIZENS' ADVISORY COMMITTEES

Advisory committees should be appointed only when there is a definite function to be performed, and this function will be communicated to the committee in writing when it is appointed. The School Board shall have the sole power to dissolve any of its advisory committees and shall reserve the right to exercise this power at any time during the life of any committee. Specific topics for study or well-defined areas of activity shall be assigned in writing to each committee immediately following its appointment.

Each committee shall be instructed as to:

1. The length of time each member is being asked to serve.
2. The service the School Board wishes it to render.
3. The resources the School Board intends to provide to help it complete its job.
4. The approximate dates of which the School Board wishes it to submit reports.
5. The time and place of the first meeting.
6. The School Board policies governing citizens' committees.
7. Its relationships with the School Board as a whole, with individual School Board members, with the Superintendent, and with other members of the professional staff.
8. The approximate date on which the School Board wishes to dissolve the committee.
9. Who will serve as a liaison between the committee and the School Board.

All appointments of citizens to advisory committees for the School Board shall be made by the School Board.

All appointments of staff members to citizens' advisory committees for the School Board shall be made by the Superintendent with the approval of the School Board. Staff members shall constitute a minority of any citizens' advisory committee.

School Board members shall not be official members of advisory committees but may visit sessions of committees as ex officio.

The Superintendent may appoint a staff member to assist each advisory committee; such committee assistants shall be responsible to the Superintendent.

Expenditures of School District funds and the use of School District supplies, equipment, and personnel shall be carried out only upon prior approval of the Superintendent.

When a citizens' advisory committee is ready to submit its final report, the School Board shall arrange a joint meeting for the purpose of receiving the report.

The School Board shall see that the public is made aware of the services rendered by citizens' advisory committees and that the public is informed of all conclusions and recommendations made by such committees.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1075 SCHOOL-CONNECTED ORGANIZATIONS**

In schools where the staff deems it advisable to organize support groups of parents to promote special activities, such groups may be organized under the general guidance of the principal. Such organizations shall have their purposes and objectives clearly stated in writing and all funds raised and expended must be accurately accounted for.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Revised: 06-20-1995 ISD 709~~

**1085 PUBLIC ACTIVITIES INVOLVING STAFF, STUDENTS, OR SCHOOL FACILITIES**

It is the School Board's position that all employees should seek opportunities in the community to represent the School District accurately to members of the community. When School District personnel are asked to recommend someone to perform a professional service, they should take the position that it is inappropriate for them to do so. Instead, the employee should direct the person making the request to the proper professional association.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995

02-15-2000 ISD 709

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995~~

~~02-15-2000 ISD-709~~

**1095 GIFTS TO SCHOOL PERSONNEL**

School employees may not receive any commission, expense-paid trips, or gifts from individuals or companies who sell equipment, materials, or services required in the operation of the schools or other facilities of the School District.

Students and parents are discouraged in the presenting of gifts to School District employees; instead, the School Board recommends that expressions of appreciation to employees be made via letters to the employees expressing gratitude.

The School Board considers as appropriate the presentation of token gifts to retiring employees who have rendered outstanding service and who have earned the high regard of other staff members and the community.

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~~Revised: — 06-20-1995 ISD-709~~

## 1100 PUBLIC PERFORMANCES BY STUDENTS

The School Board recognizes that worthy and appropriate educational values accrue from pupil participation in civic and community affairs. Teachers are encouraged to provide students for public performances when such performances contribute to the educational process and objectives of that particular class or activity and when it does not interfere unduly with other scheduled classes or activities within the school. All requests for students to leave the building must be cleared by the principal who shall make certain that the safety and welfare of each student is protected.

School groups may, with the permission of the principal, participate in local public events which fall into the following classifications:

- Events sponsored by the schools. Educational events in which the schools serve as hosts shall have priority in scheduling appearances.
- Community functions organized in the interests of the school such as those that might be originated by the Parent-Teacher Association.
- Non-commercial civic occasions of community, county, state or national interest of sufficient breadth to enlist general sympathy and cooperation.
- Events that are primarily patriotic in nature.
- Charity benefit activities provided such activity has been specifically approved in advance by the Superintendent.
- Programs sponsored by established character-building agencies, or programs sponsored jointly by the school
- District and mass communication media where the time or space given to the programs are of a public service nature.

School groups may not participate in events that fall into any of the following classifications:

- Events that are for the purpose of private gain or for the advertising of any commercial project or product. A school name, the names of school-sponsored groups or school equipment shall not be exploited in events of a commercial nature.
- Events that are for the furtherance of any politically partisan interest.
- Events that are primarily for the furtherance of any sectarian concern.
- Events that cause an undue amount of interference with the regular school program or that cause an excessive amount of absence due to rehearsal or preparation.
- Events from which any individual is excluded because of race, color, creed, or gender.

Students may perform where admission fees are charged only if the proceeds are used for charitable, educational, civic, or service purposes. Gifts for performances may be accepted by the school, but not by individual students. Costs directly related to performances, the supervision of the students and liability protection for the participants will be responsibilities of the School District.

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## **1105 CONTESTS FOR STUDENTS**

The primary educational aims of the schools and the needs and interests of their pupils must be the first consideration at all times. Any contest in which student participation is authorized should be:

1. One that supplements or complements and does not unduly interfere with the regular school program.
2. One that is beneficial to youth in educational, civic, social, or ethical development.
3. One that makes it possible for individual students to work out contributions by their own efforts and does not invite dishonest collaboration.
4. One whose subject is not commercial, controversial, sectarian, or concerned with propaganda. It must emphasize high moral standards, good citizenship, and intellectual competence.
5. One from which no contestant should be excluded because of race, color, creed, gender, or payment of entry fee.
6. One which does not place an undue burden on students, teachers, or the school, nor require frequent or lengthy absence of participants from the school.
7. One sponsored by an organization engaged in a creditable or acceptable enterprise regardless of kind or amount or prizes offered and must not use the contest or activity as a "front" for advertising a company name or product.

Adopted: 06-09-1970 ISD 709

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Adopted: ~~06-09-1970 ISD 709~~

Revised: ~~06-20-1995 ISD 709~~

**1110 GIFTS TO STUDENTS**

Trophies, prizes, or awards to students from persons or organizations not connected with the schools must be approved by the School Board.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Revised: — 06-20-1995 — ISD-709~~

**1115 SOLICITING FUNDS FROM STUDENTS**

Except for the United Way, fund-raising drives are not to be conducted among the school children by non-school agencies or for non-school activities.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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**1120 SALE OF TICKETS**

Sale of tickets to activities sponsored by the schools shall be authorized and supervised by the principal and the teacher-sponsor of the activity.

Tickets to events sponsored by non-school agencies shall not be sold in any school.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

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~~Tickets to events sponsored by non-school agencies shall not be sold in any school.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

**1125 SOLICITING OF STAFF AND STUDENTS**

The services of school personnel or students may not be solicited during school hours or on school property in connection with any advertising or promotional venture of a commercial nature.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~**1125 SOLICITING OF STAFF AND STUDENTS**~~

~~The services of school personnel or students may not be solicited during school hours or on school property in connection with any advertising or promotional venture of a commercial nature.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

## 1135 LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES

The School District through its facilities utilization policy recognizes that it does provide space for "limited public forums" as defined in the Federal Equal Access Act. Therefore, secondary school administrators shall make space available for student forums for the purpose of affording a fair opportunity to students who wish to conduct meetings in the schools provided:

1. The request for space is student initiated.
2. That such forums are not under the direction, control, or conducted or regularly attended by non-school personnel.
3. Such meetings do not materially or substantially interfere with the orderly conduct of regular school activities.
4. That student attendance at such meetings is voluntary and student initiated.
5. or agents of the School District may be present if assigned to monitoring duties or if invited by the group holding the meeting.

In determining whether or not such meetings materially or substantially interfere with the orderly conduct of school activities, administrators shall inquire as to the makeup of the group, the expected attendance, and the content of the meeting(s) and shall not approve the use of the facility if it appears that the meeting may result in or lead to property damage, the commission or encouragement of illegal acts or may otherwise pose a threat to the school system or the public good.

Further, it is not the intent of the School Board by this policy to:

1. Influence the content of any prayer or other religious activity.
2. Require any person to participate in prayer or other religious activity.
3. Provide public financial support of such activities other than costs associated with providing space for the student meetings and allocations of staffing for monitoring the activity.
4. Compel school employees to attend any meeting if the content of the speech at the meeting is contrary to the belief(s) of the employee.
5. Sanction meetings which are otherwise unlawful.
6. Promote pupil attendance at such meetings by allowing any announcements on the public address system or poster announcements that exceed a simple announcement of the day, time, and location of the meeting.

Facility use permits may be issued to any size group for non-school day hours (generally 6:00 a.m. to 8:15 a.m. or 3:30 p.m. to 6:00 p.m.) with the only other limitation being the adequacy of available facilities to meet the needs of large groups. Students shall apply for a "Use Permit" in the office of the school principal. All other "Use Permit" requests are to be processed by the Community Education Office.

Issuance of a "Use Permit" is not to be interpreted as School District endorsement, sponsorship, or approval of matters advocated or discussed at the meetings.

Nothing in this policy shall prevent school personnel from initiating activities (of a traditional or historical extra-curricular nature) which require use of school space as long as there is no requirement for student participation.

Adopted: 06-09-1970 ISD 709  
 Revised: 09-26-1972  
 07-18-1978  
 08-10-1982  
 12-11-1984



## ~~1135—LIMITED PUBLIC FORUMS IN SCHOOL FACILITIES~~

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- ~~2. That such forums are not under the direction, control, or conducted or regularly attended by non-school personnel.~~
- ~~3. Such meetings do not materially or substantially interfere with the orderly conduct of regular school activities.~~
- ~~4. That student attendance at such meetings is voluntary and student initiated.~~
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- ~~3. Provide public financial support of such activities other than costs associated with providing space for the student meetings and allocations of staffing for monitoring the activity.~~
- ~~4. Compel school employees to attend any meeting if the content of the speech at the meeting is contrary to the belief(s) of the employee.~~
- ~~5. Sanction meetings which are otherwise unlawful.~~
- ~~6. Promote pupil attendance at such meetings by allowing any announcements on the public address system or poster announcements that exceed a simple announcement of the day, time, and location of the meeting.~~

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~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 09-26-1972~~

~~07-18-1978~~

~~08-10-1982~~

~~12-11-1984~~

~~06-20-1995 ISD 709~~

**1145 RELATIONS BETWEEN THE SCHOOL DISTRICT AND OTHER  
GOVERNMENTAL AGENCIES**

The Superintendent shall deploy staff time for maximum effectiveness in dealing with the other branches of government and to assign specific responsibilities to staff members whenever necessary. The Superintendent will report to the School Board any instances in which emerging contingencies require consideration of additional staff time to meet the needs of liaison with the various local, state, and federal agencies.

The Duluth Public Schools shall cooperate with the health department, welfare agencies, county schools, state government, federal government, and the various area, state, regional, and national associations and schools.

Adopted: 06-09-1970 ISD 709

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~~Adopted: 06-09-1970 ISD 709~~

**1160 FIRE DEPARTMENT RELATIONSHIP**

It shall be the responsibility of each building principal to cooperate with the local fire department. At least once a year all schools will be checked by the Fire Marshal's office and a report sent to the principals who will, in turn, advise the Superintendent of needed improvements identified by the Fire Marshal.

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

**~~1160 — FIRE DEPARTMENT RELATIONSHIP~~**

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~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

*MSBA Policies that were adopted/updated/reviewed between July 1, 2024 - June 30, 2025*

### 100 Series

- 102 Equal Educational Opportunity
- 110 Website Accessibility

### 200 Series

- 250 School Board member Compensation Bylaw

### 400 Series

- 401 Equal Employment Opportunity
- 403 Discipline, Suspension, and Dismissal of School District Employees
- 407 Employee Right-To-Know Program
- 412 Expense Reimbursement
- 413 Harassment and Violence
- 416 Drug, Alcohol, and Cannabis Testing
- 418 Drug Free Workplace Drug Free School
- 419 Tobacco Free Environment
- 420 Communicable Diseases and Infectious Conditions

### 500 Series

- 503 Student Attendance
- 504 Student Dress and Appearance
- 507.5 School Resource Officers
- 513 Student Promotion, Retention, and Program Design
- 515 Protection and Privacy of Pupil Records
- 516 Student Medication
- 519 Interviews of Students by Outside Agencies
- 521 Student Disability Nondiscrimination
- 525 Violence Prevention
- 531 The Pledge of Allegiance
- 532 Use Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds
- 535 Service Animals in School

### 600 Series

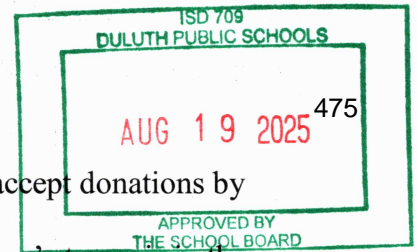
- 601 School District Curriculum and Instruction Goals
- 603 Curriculum Development
- 604 Instructional Curriculum
- 606 Textbooks and Instructional Materials
- 606.5 Library Materials
- 608 Instructional Services - Special Education
- 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students
- 616 School District System Accountability
- 621 Literacy and the Read Act

### 700 Series

- 707 Transportation of Public Schools Students
- 708 Transportation of Non-Public Schools Students
- 722 Public Data Requests
- 725 Requests for Proposals
- 726 The Bidding Process

### 800 Series

- 802 Disposition of Obsolete Equipment & Material
- 806 Crisis Management
- 807 Health and Safety Policy



**RESOLUTION**

Acceptance of Donations to Duluth Public Schools

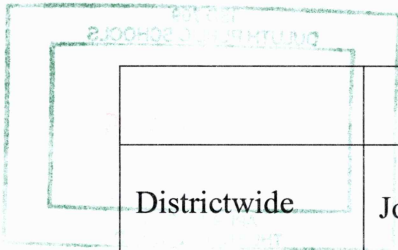
WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

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

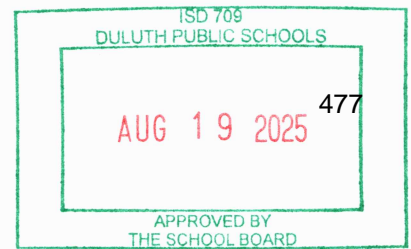
NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Districtwide	Chipotle	\$366.04	Unity in Our Community	Dine to Donate Event
Districtwide	Amsoil	\$100.00	Unity in Our Community	
Districtwide	Blaze Credit Union	\$500.00	Unity in Our Community	
Districtwide	Essentia Health	\$500.00	Unity in Our Community	
Districtwide	Fleet Farm	\$500.00	Unity in Our Community	
Districtwide	Minnesota Power	\$500.00	Unity in Our Community	
Districtwide	North Shore Bank of Commerce	\$250.00	Unity in Our Community	
Districtwide	Susie Marshall--- Super One	In Kind Donation of a \$250.00 gift card	Unity in Our Community	
Districtwide	Target	\$50.00 gift card	Unity in Our Community	
Districtwide	Walmart	\$100.00	Unity in Our	



		gift card	Community	476
Districtwide	Jonah Lewis	\$100.00	Unity in Our Community	
Districtwide	Carla Mallard	\$5.00	Unity in Our Community	
Districtwide	Kimberly Boitz	\$30.00	Unity in Our Community	



**RESOLUTION**

Employment of a School Board Member by the District

WHEREAS, the School Board member(s) below are/will be employed by the Duluth Public Schools during their service as a School Board member, and

WHEREAS, Minnesota Statute 123B.195 Board Member's Right to Employment requires that the member receive a majority approval by the School Board to be initially employed or to continue in employment at a meeting at which all board members are present, and

WHEREAS, Minnesota Statute 123B.195 Board Member's right to Employment states that the employment relationship will not exceed \$20,000 in a fiscal year, excluding compensation for being a School Board member,

BE IT RESOLVED, that the School Board authorize the employment of the following School Board members as listed, not to exceed \$20,000 in a fiscal year.

BOARD MEMBER

TIME FRAME

Jill Lofald

July 2025 - June 2026

**CHAPTER 78--S.F.No. 3107**

*An act relating to education; increasing maximum earnings for school board members employed by a school district; amending Minnesota Statutes 2020, section 123B.195.*

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2020, section 123B.195, is amended to read:

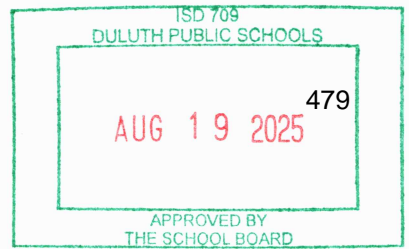
**123B.195 BOARD MEMBERS' RIGHT TO EMPLOYMENT.**

Notwithstanding section 471.88, subdivision 5, a school board member may be newly employed or may continue to be employed by a school district as an employee only if there is a reasonable expectation at the beginning of the fiscal year or at the time the contract is entered into or extended that the amount to be earned by that officer under that contract or employment relationship will not exceed ~~\$8,000~~ \$20,000 in that fiscal year. Notwithstanding section 122A.40 or 122A.41 or other law, if the officer does not receive majority approval to be initially employed or to continue in employment at a meeting at which all board members are present, that employment is immediately terminated and that officer has no further rights to employment while serving as a school board member in the district.

**EFFECTIVE DATE.** This section is effective July 1, 2022.

Presented to the governor May 21, 2022

Signed by the governor May 22, 2022, 3:43 p.m.



**RESOLUTION**  
**Executive Employees Association**

**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Executive Employees Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2028, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**Between**

**Executive  
Employees  
Association**

**And**

**Independent  
School District No.  
709 St. Louis  
County, Minnesota**

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**THIS AGREEMENT**, entered into, by and between the Executive Employees Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**" and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

**ARTICLE I**  
**Recognition**

The School District formally recognizes the Executive Employees Association as the exclusive bargaining representative for all confidential employees employed by Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) consecutive work days per year, excluding the Superintendent, Executive Directors, elected officials, and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

**ARTICLE II**  
**Grievance Procedure**

The purpose of this procedure is to provide a method whereby employees who are members of the Executive Employees Association may present their grievances concerning the interpretation or application of the terms of this Agreement.

1. The School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in binding arbitration.

**Step I – Informal Review** - If an employee has a grievance, the employee should discuss the problem with his/her supervisor within twenty (20) workdays of its occurrence or from the time the employee first knew of it or should have known. In the event that the employee's immediate supervisor is the Superintendent, the grievance process shall begin at Step II.

**Step II - Formal Review** - In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent or his/her

designee for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent within twenty (20) working days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) working days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) working days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

**Step III – Optional Mediation Step**

1. If the grievance has not been satisfactorily resolved at Step II, either the Association or the School District may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

**Step IV - Arbitration** - The Association may appeal within thirty (30) working days of the communication of the written decision of the Superintendent or his/her designee, or if no decision has been made, then within forty (40) working days of the Step II hearing. In this event, the Superintendent of Schools or his/her designee shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179.72, Subd. 5.

**ARTICLE III**

**School District & Association Rights**

**Section 3.1 – Job Postings/Advertisement** - When a vacancy occurs in a position in the School District, which falls within the Executive Employees Association, the Human Resources Department will send a notice of such vacancy to the President of the Association. Newly created positions, which appropriately belong in the Executive Employees Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year. The Association may appeal such a decision under the grievance procedure of this Agreement.

**Section 3.2 – New Employees, Promotions & Step Increases** - If a replacement is hired for a position within the Executive Employees Association, the salary for this person may be determined by the School District and its management on any step within the appropriate pay range, provided that no additional responsibilities are put on the remaining Executive Employees Association employees as a result of the change in personnel. Should additional responsibilities result; the School District shall meet with the Executive Employees Association unit representatives to determine proper compensation.

Part-time employees or employees working less than fifty-two (52) weeks a year shall have the same rate of pay as outlined in Appendix A, except that pay shall be prorated in accordance with the number of hours and/or weeks actually worked. Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay.

When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion. The effective date of this reclassification and corresponding salary increase shall be the date the reclassification request was received by Human Resources. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

All employees will receive step increases on July 1. No full-time employee in the bargaining unit shall be paid less than the salary provided at Step 1.

**Section 3.3 – Validity Or Conformity To Law Clause** - If any provision of this Agreement is or shall at any time be contrary

to law, including anti-discrimination laws, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

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**Section 3.4 - Savings Clause** - In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**Section 3.5 - Matters Not Covered** - This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement, and not subject to further negotiation during the term of this Agreement and the parties specifically waive the right to negotiate with respect thereof during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

**Section 3.6 – Management Rights Clause**

1. It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and discretion conferred upon and vested in it by applicable state or federal laws, rules and regulations, including, but without limitation because of enumeration, the right:
  - A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employees;
  - B. Subject to the provisions of law, regulations of the State Board of Education, and Civil Service Rules of the School District, to employ and re-employ all personnel; determine their qualifications and conditions of employment; dismiss, suspend, demote, or take other appropriate disciplinary action against such personnel; to assign or determine the work assignment of said personnel and promote or transfer the same; and to determine the complement of employees necessary to the efficient operation of the School District;
  - C. To determine the policies of the School District;
  - D. To determine the financial, budgetary, accounting and organizational policies and procedures of the School District;
  - E. To establish work rules and Civil Service regulations not inconsistent with this Agreement;
  - F. To create, revise, and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons; and
  - G. To contract out for goods or services deemed necessary or desirable by the School District and permitted by law or regulations of the State Board of Education. During the term of this Agreement, the School District of Independent School District 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law and regulations of the Minnesota State Board of Education, and with respect to the specific and express terms of this Agreement, shall be limited only to the extent that they are in conformance with the Constitution and Laws of the State of Minnesota, and the Constitution and Laws of the United States, it hereby being understood and agreed that the School District retains all functions, powers and authorities which are not included in the enumeration herein listed above, or otherwise nullified, abridged, delegated or modified by this Agreement. In all matters under this Agreement calling for judgment or discretion on the part of the School District, the decision of the School District shall be final and binding, except as otherwise provided in Article II of this Agreement.

**ARTICLE IV**

**Terms & Regulations Of Employment**

**Section 4.1 – Vacation**

Each employee will be eligible for vacation according to the following schedule:

0-10 Years of Service	20 Days
11-15	25 Days
16-20	27 Days
21+	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions.

Vacation accrued will be prorated based on FTE and weeks worked. Employees who retire/resign or otherwise leave the

service of the School District will receive their vacation pro-rated from July 1 until their termination date.

Vacation shall not be cumulative except employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. All vacation to which an employee is entitled as of July 1, must be taken and used up by the employee within the following eighteen (18) consecutive months. Employees may be paid out for any prior year vacation balances up to eighty (80) hours upon written request at the end of any calendar year (December 31). Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay.

**Section 4.2 – Holidays** All employees under this Agreement who are entitled to be paid for the work days immediately preceding and immediately following such holidays, shall receive the following as paid holidays:

New Year's Day,  
Martin Luther King Jr. Day,  
Presidents' Day,  
Memorial Day,  
Juneteenth,  
Independence Day,  
Labor Day,  
Convention Day Friday in October  
Thanksgiving Day,  
The day after Thanksgiving  
Christmas Eve Day,  
Christmas Day

**Section 4.3 – Salaries** - The salaries covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

**Section 4.4 – School Closings** - When the Administration building is closed due to inclement weather or emergencies, employees shall not report to work and shall be paid for the day.

When all Duluth Public Schools are closed due to inclement weather or emergencies, and the Administration building remains open, employees shall be allowed to not report to work, using their available vacation, personal leave, sick leave in the event of no available vacation or personal leave, or leave without pay at their discretion and with consideration given to personal safety and the needs of the department. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

**Section 4.5 – Reclassification** - In the event the District significantly increases the position responsibility of a position in the unit, the following procedures shall be followed:

**Level 1:** A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.

**Level 2:** The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

If the employee or unit does not agree with the Level 2 decision, a three (3) member committee shall be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee shall be final and binding subject to the Superintendent's approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position in question for reclassification.

**Section 4.6 – Probation**

A. **Probationary Period.** Upon being initially employed with the School District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. Persons laid off or demoted without fault on their part who have completed the probationary period and

who are reassigned to a position in the same pay range from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are reassigned to a position in the same pay range from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment. 486

B. **Rights Upon Discharge/Demotion** The Supervisor may, during the probationary period, discharge or demote an administrative employee for any cause, as the Supervisor shall see fit. Any administrative probationer rejected on probation shall be considered permanently separated from employment with the School District.

**Section 4.7 – Layoff** - When it becomes necessary through lack of funds or for other cause, for which the employee is not at fault, to reduce the number of employees; temporary, provisional, and substitute employees shall be the first to be laid off. Then decreasing the number of employees shall be accomplished first by the employee in the affected position shall be permitted to bump the least senior employee in the same class. Thereafter, that employee may bump the least senior employee in the next occupied lower pay range. The bumping employee must have greater seniority and be qualified based on the minimum qualifications and is capable of satisfactorily performing the essential requirements of the position. Recall from layoff shall be in the reverse order of layoff.

**Section 4.8 – Tort/Liability Protection** - The School District agrees, subject to the provisions of state statute, that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

**Section 4.9 – Out Of Title Assignment** - When an employee is assigned additional duties from a higher classification within the bargaining unit for twenty (20) consecutive days or more during the year, the employee will be compensated at the higher classification rate on the twenty first (21<sup>st</sup>) day. Additional duties extending beyond six (6) months from assignment will be subject to the reclassification process outlined in Article IV, Section 4.8.

Section 4.10 – Extended Coverage for Absent Employees - In instances where an exempt employee is formally assigned and required to perform the core responsibilities of another absent employee, regardless of classification level, for a period exceeding twenty (20) consecutive workdays, temporary additional compensation will be provided.

Eligibility for this additional compensation commences on the twenty-first (21<sup>st</sup>) day of such assignment. However, when a formal assignment for such coverage is made with prior knowledge or confirmation that the leave will extend beyond twenty (20) consecutive workdays (e.g., confirmed medical leave), the employee will be retroactively compensated for all eligible days of coverage, starting from the first day of the formal assignment.

This supplemental payment will be calculated at 20% of the employee's standard imputed hourly rate (as generated by the payroll system) for their typical work week hours (e.g., 40 hours). This payment is intended to compensate for the significant increase in workload and assumption of additional responsibilities inherent in such extended coverage.

All such arrangements will be reviewed for continuation beyond three (3) months, or for reclassification if the scope of duties permanently changes, in accordance with Article IV, Section 4.8.

Section 4.11 - Cell Phone Allowance. The School District shall provide the Employee with a Cellular Phone Allowance. The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use. The district will determine which positions are eligible by using the established District rubric.

## **ARTICLE V** **Insurance**

**Section 5.1 – Hospital And Medical Insurance** - The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**Section 5.2 – Disability Income Insurance** - The School District will pay the cost of long-term disability insurance with coverage of two-thirds (2/3) of pay for employees and with the same limitation, eligibility requirements and qualifying requirements as are detailed in present insurance coverage.

**Section 5.3 – Group Term Life Insurance** - The School District shall provide basic life insurance of fifty thousand dollars (\$50,000.00) for each employee along with the AD & D benefits. Optional supplemental life insurance in units of ten thousand dollars (\$10,000.00) up to a maximum of one-hundred thousand dollars (\$100,000.00) and dependent life insurance will be offered at a cost to the employee provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those employees, whether within or without the bargaining unit, who would be eligible for the group life insurance presently in effect in the School District.

**Section 5.4 – Dental Insurance** - The School District shall make available to each employee within this bargaining unit the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**Section 5.5 – Election of Benefit Options** - Election of options may only be selected within the first thirty (30) days of employment or during the annual open enrollment period.

**Section 5.6 – Insurance Benefits For Early Retirees** - Employees meeting the eligibility requirements of Minnesota Statute §471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute §471.61, subd. 2b.

**Section 5.7** - All employees under this Agreement must work .600FTE (24 hours) or more per week to qualify for any insurance benefits.

**Section 5.8** - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages, and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

## **ARTICLE VI**

### **Travel**

Reimbursement will be made by the School District for authorized travel as follows:

1. **In-District Travel** - At a mileage rate as determined by School Board Policy .
2. **Out-of-District Travel** - Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy .

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-District travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted to meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of the employees or the role of the exclusive representative of members in the meeting and negotiation process.

## **ARTICLE VII**

### **Leaves Of Absence**

#### **Section 7.1 – Leaves Of Absence Without Pay**

- A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
  1. Military leaves of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
  2. Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the fiscal year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee at least two (2) months in advance of the commencement of the leave

and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated. 488

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

- B. Upon termination of his/her leave of absence and return to the school system, the employee shall be placed at the same salary as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
  2. Medical and parental leave of absence of less than ninety (90) working days in any school year;
  3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries.
- C. Any employee on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums monthly in advance to the School District.
- D. Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act. Leaves without pay for more than thirty (30) days will not receive accrual credit on employee's seniority date, class date and longevity date.

**Section 7.2 – Personal Leave Day** - All employees within the bargaining unit may take two (2) non-cumulative personal leave day each year may be used for the purpose of attending personal matters, not involving union matters, and are not authorized in other leave provisions, is provided under the following guidelines:

1. A written request shall be submitted to the Superintendent or his/her designee or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the employee will assume the responsibility in such an emergency of notifying the Superintendent or his/her designee or immediate supervisor at the earliest possible time.
3. Requests for other incidents involving special obligations, which cannot be scheduled on non-duty days, may be allowed by the Superintendent or his/her designee.

### **Section 7.2 – Leaves Of Absence With Pay**

- A. **Military Leave** - Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave** - Employees may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave**
1. Sick leave shall be accumulated at the rate of thirteen (13) days per year.
  2. **Cumulative Plan** - Unused sick leave shall accumulate to a maximum of two-hundred twenty three (230) days.
  3. Holidays, which occur during absence on account of personal illness, death in family or family leave, shall be compensated for and shall not be deducted from sick leave.
  4. **Sick Leave Bank** - A committee of three (3) members, two (2) appointed by the Unit and one (1) appointed by the Superintendent shall establish and govern a sick leave bank.
- D. **Death In Family Leave**
1. Up to five (5) days shall be granted in case of death within the immediate family of an employee as defined hereafter, but the employee may request and be granted two (2) additional days. All approved leave will be with full pay.

2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
  3. Definition of **"family"** under death in family allowance shall constitute members of the immediate family of an employee or spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
  4. Days of absence for death in family leave shall be charged against accumulated sick leave of the employee.
- E. **Jury Duty**
1. The employee will receive his/her regular contractual salary while on jury duty
- F. **School-Related Injuries** - An employee who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. Leave granted due to injury shall not be deducted from the employee's accumulated sick leave.

If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the employee's accumulated sick leave.

G. **Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
2. **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, father-in-law, mother-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through their County of residence as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

**Section 7.4 – Reinstatement:** Should a position be vacated for any of the leaves under section 7.1 or section 7.2, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the School District of the employee on leave. This position shall also apply to leaves with pay.

## **ARTICLE VIII**

### **Health Care Savings Plan (HCSP)**

- A. To be eligible to receive contributions to the Health Care Savings Plan (HCSP), an employee must be must have ten (10) years of total service to the School District and immediately eligible for a Minnesota pension plan at time of retirement from the School District.
- B. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extracurricular, extended employment or other additional compensation.
- C. Determination of the HCSP:
  1. The Benefit Payment for the First 100 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 100 days) times the daily rate of pay. In no event shall the days exceed one hundred (100) days.
  2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 – 7 below.
  3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
  4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculations shall be referred to as Sub-Total of Days.
  5. Total Days shall be the calculation of Sub-Total of Days times 110%.
  6. Total Credit Days shall be Total Days minus the first 100 days of current and accumulated sick leave days.
  7. The dollar amount of unused sick leave beyond one hundred (100) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #6 by the employee's DRP less the 3.5% discount amount.
  8. Payment of the HCSP shall be the Benefit Payment for the First 100 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.

9. The amount contributed to the employee's HCSP shall be determined by the following calculation:

**Benefit Payment for First 100 Days**

Current and Accumulated Sick Leave Days (up to a maximum of 100 days) X Employee's  
DRP  
= Benefit for First 100 Days

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**Benefit Payment for Remaining Days**

Years of Service x 2.5 Multiplier  
+ Unused and Accumulated Sick Leave Days (up to a maximum of 210)  
= Sub Total of Days X 110%  
= Total Days  
- Days From Benefit Payment for First One Hundred (100) Days Calculation  
= Total Credit Days X DRP  
- 3.5% Discount  
= Benefit Payment for Remaining Days  
+ Benefit Total for First 100 Days  
= Total Payment to HCSP

- D. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- E. The employee must give written notice of termination of employment to the Superintendent or his/her designee three (3) months prior to termination, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent or his/her designee and may receive benefits under the HCSP.
- F. The member and dependents may continue with the School District policy by paying the premiums in advance to the School District.
- G. The Association will be granted access to a 403(b) match plan in accordance with the teacher's Agreement when such an agreement is reached.

**ARTICLE IX**

**Payroll Deductions**

The School District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the School District has agreed to deduct for other employee groups.

Association dues of an amount determined by the EEA unit shall be deducted on the first pay period of each month for each employee. The pay frequency will be determined by the District.

**ARTICLE X**

**Paydays**

**Section 10.1 – Paydays** - All employees covered under this Agreement shall be paid every other Friday.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

**Section 10.2 – Method Of Payment** - The employer may pay employees in the bargaining unit by depositing in such banks or credit unions, as the employee shall designate the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee.

**Section 10.3** - Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar shall begin on the first payday following at least one (1) week's work for the School District.

**ARTICLE XI**

**Personnel Files**

**Section 11.1** - An employee shall have the right to inspect and to obtain copies of all evaluations and files within the

School District and maintained at the Administrative Offices as provided for teachers by Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any such material.

**Section 11.2** - Identification or written authorization shall be required before access is given to any file.

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**Section 11.3** - All evaluations of an employee shall be reviewed with the employee by the immediate supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign that evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each employee so evaluated shall be informed.

**Section 11.4** - Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

**Section 11.5** - All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

**Section 11.6** - An employee shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the employee's signature.

**Section 11.7** - Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name, and reason for inspection.

## **ARTICLE XII**

### **No Strike Clause**

The Executive Employees Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for any employee covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

## **ARTICLE XIII**

### **Four Day Week**

In the event the School Board shall adopt a school calendar, which provides for a four (4) day week, which includes the members of this unit, members of this unit will adjust their annual work schedules accordingly without change in compensation.

**ARTICLE XIV**  
**Term Of Agreement**

This Agreement shall be effective July 1, 2025, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2025 to June 30, 2028, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining Agreement is negotiated and executed between the parties or when bargaining rights are terminated by law for this bargaining unit.

**Section 14.2** - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2028, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

**Section 14.3** - This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this.

**EXECUTIVE EMPLOYEES ASSOCIATION**

**INDEPENDENT SCHOOL DISTRICT 709**

By: Brett Mensing

By: Keder President  
Chairperson, School Board

By: Janell Don  
Negotiations Co-Chairperson

By: Sarah Lutesell  
Clerk, School Board

By: Patricia M. Payette  
Negotiations Co-Chairperson

**APPENDIX A  
Weekly Salary Schedule  
2025-2026 WAGES**

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Pay Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Human Resources Assistant Level B	877	908	938	972	1006	1041
2	Human Resources Assistant Level C, Employee Benefits Assistant	921	957	986	1021	1057	1094
3		967	1001	1035	1072	1109	1148
4	Human Resources Specialist	1002	1037	1087	1111	1149	1190
5	HR Exec Assistant, AS Exec Assistant	1025	1061	1097	1136	1176	1217
6	Executive Assistant to the Superintendent and School Board	1178	1213	1249	1286	1325	1365
7	Business Services Coordinator/Exec. Asst to CFO	1202	1257	1299	1347	1380	1465
8	HRIS Specialist	1220	1275	1332	1394	1455	1521
9	Benefits and Employee Engagement Coordinator, HRIS Supervisor	1288	1345	1406	1470	1536	1605
10		1359	1419	1484	1550	1620	1692
11	System Administrator/Database Program Specialist	1433	1497	1564	1635	1708	1784
12		1511	1579	1650	1724	1801	1883
13	Human Resources Manager, Food Service Supervisor	1602	1675	1751	1829	1912	1997
14	Transportation Manager, Network Architect/Administrator	1698	1775	1854	1938	2026	2117
15	Sr Human Resources Manager, Technology Manager	1799	1881	1966	2053	2147	2243
16	Finance Manager, Facilities Manager	1908	1993	2083	2177	2276	2379

**Longevity Award**

Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

- 7-15 Years of Service \$1000 Per Year
- 16-20 Years of Service \$1500 Per Year
- 21-25 Years of Service \$2000 Per Year
- 25+ Years of Service \$2500 Per Year

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.

**2026-2027 WAGES**

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<b>Pay Range</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>1</b>	Human Resources Assistant Level B	894	927	957	992	1026	1062
<b>2</b>	Human Resources Assistant Level C, Employee Benefits Assistant	939	976	1005	1041	1078	1116
<b>3</b>		987	1021	1056	1094	1131	1171
<b>4</b>	Human Resources Specialist	1022	1058	1108	1134	1172	1213
<b>5</b>	HR Exec Assistant, AS Exec Assistant	1045	1082	1119	1159	1200	1242
<b>6</b>	Executive Assistant to the Superintendent and School Board	1202	1238	1274	1312	1351	1392
<b>7</b>	Business Services Coordinator/Exec. Asst to CFO	1226	1282	1325	1374	1408	1494
<b>8</b>	HRIS Specialist	1244	1301	1358	1421	1484	1552
<b>9</b>	Benefits and Employee Engagement Coordinator, HRIS Supervisor	1313	1372	1434	1499	1566	1637
<b>10</b>		1386	1448	1514	1581	1653	1726
<b>11</b>	System Administrator/Database Program Specialist	1461	1527	1595	1667	1742	1820
<b>12</b>		1541	1611	1683	1759	1837	1920
<b>13</b>	Human Resources Manager, Food Service Supervisor	1634	1708	1786	1866	1950	2037
<b>14</b>	Transportation Manager, Network Architect/Administrator	1732	1810	1891	1977	2067	2159
<b>15</b>	Sr Human Resources Manager, Technology Manager	1835	1918	2006	2094	2189	2288
<b>16</b>	Finance Manager, Facilities Manager	1946	2033	2124	2221	2322	2427

**Longevity Award**

Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

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- 16-20 Years of Service \$1500 Per Year
- 21-25 Years of Service \$2000 Per Year
- 25+ Years of Service \$2500 Per Year

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.

**2027-2028 WAGES**

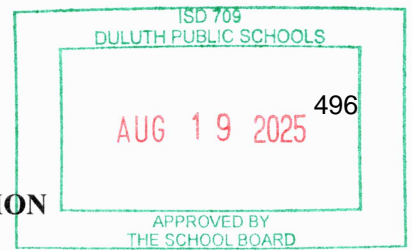
<b>Pay Range</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6<sup>495</sup></b>
<b>1</b>	Human Resources Assistant Level B	912	945	976	1012	1047	1083
<b>2</b>	Human Resources Assistant Level C, Employee Benefits Assistant	958	996	1026	1062	1099	1138
<b>3</b>		1006	1042	1077	1116	1154	1195
<b>4</b>	Human Resources Specialist	1043	1079	1131	1156	1196	1238
<b>5</b>	HR Exec Assistant, AS Exec Assistant	1066	1104	1141	1182	1224	1267
<b>6</b>	Executive Assistant to the Superintendent and School Board	1226	1262	1300	1338	1378	1420
<b>7</b>	Business Services Coordinator/Exec. Asst to CFO	1251	1307	1351	1402	1436	1524
<b>8</b>	HRIS Specialist	1269	1327	1386	1450	1514	1583
<b>9</b>	Benefits and Employee Engagement Coordinator, HRIS Supervisor	1340	1400	1463	1529	1598	1670
<b>10</b>		1413	1477	1544	1613	1686	1761
<b>11</b>	System Administrator/Database Program Specialist	1491	1557	1627	1701	1777	1856
<b>12</b>		1572	1643	1717	1794	1874	1959
<b>13</b>	Human Resources Manager, Food Service Supervisor	1666	1742	1822	1903	1989	2078
<b>14</b>	Transportation Manager, Network Architect/Administrator	1767	1846	1929	2017	2108	2202
<b>15</b>	Sr Human Resources Manager, Technology Manager	1872	1957	2046	2136	2233	2334
<b>16</b>	Finance Manager, Facilities Manager	1985	2074	2167	2265	2368	2475

**Longevity Award**

Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

- 7-15 Years of Service \$1000 Per Year
- 16-20 Years of Service \$1500 Per Year
- 21-25 Years of Service \$2000 Per Year
- 25+ Years of Service \$2500 Per Year

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.



**RESOLUTION CANVASSING RETURNS  
OF VOTES OF SCHOOL DISTRICT PRIMARY ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. It is hereby found, determined and declared that the primary election of the voters of the district held on August 12, 2025 was in all respects duly and legally called and held.
2. As specified in the attached Abstract and Return of Votes Cast, a total of 9,190 voters of the district voted at said primary election to choose nominees for election as school board members for four-year terms, as follows:

Harry Welty	1,477
Loren Martell	1,027
Kelly Durick Eder	2,680
Amber Sadowski	3,036
Jane Diane Hoffman	970

3. Twice the number of individuals to be elected are to be chosen as nominees. Candidates Harry Welty, Loren Martell, Kelly Durick Eder, and Amber Sadowski, having received the highest number of votes, are nominees for school board office and their names shall be placed on the school district general election ballot.
4. The school district clerk is hereby authorized to certify the results of the election to the county auditor of each county in which the school district is located in whole or in part.

Abstract of Votes Cast  
Independent School District No. 709 (DULUTH)  
State of Minnesota  
at the Municipal and School District Primary  
Held Tuesday, August 12, 2025

Compiled from the Official Returns.

Summary of Totals  
Independent School District No. 709 (DULUTH)  
Tuesday, August 12, 2025 Municipal and School District Primary

**KEY TO PARTY ABBREVIATIONS**

NP - Nonpartisan

NP - Nonpartisan

School Board Member At Large (ISD #709) (Elect 2)

NP  
Harry Welty  
1477

NP  
Loren Martell  
1027

NP  
Kelly Durick Eder  
2680

NP  
Amber Sadowski  
3036

NP  
Jane Diane Hoffman  
970

Detail of Election Results  
 Independent School District No. 709 (DULUTH)  
 Tuesday, August 12, 2025 Municipal and School District Primary

Office Title: School Board Member At Large (ISD #709) (Elect 2)

Precinct	NP	NP	NP	NP	NP
	Harry Welty	Loren Martell	Kelly Durick Eder	Amber Sadowski	Jane Diane Hoffman
69 0140 : DULUTH P-1	50	36	101	126	26
69 0145 : DULUTH P-2	45	26	96	102	35
69 0150 : DULUTH P-3	54	42	141	170	48
69 0155 : DULUTH P-4	46	51	86	89	28
69 0160 : DULUTH P-5	31	21	84	102	26
69 0165 : DULUTH P-6	86	33	132	151	46
69 0170 : DULUTH P-7	66	27	137	154	48
69 0175 : DULUTH P-8	122	59	217	251	79
69 0180 : DULUTH P-9	59	27	81	94	27
69 0190 : DULUTH P-10	1	2	9	12	3
69 0195 : DULUTH P-11	82	53	152	158	46
69 0200 : DULUTH P-12	65	29	104	128	38
69 0205 : DULUTH P-13	54	27	100	121	32
69 0210 : DULUTH P-14	25	17	49	46	16
69 0215 : DULUTH P-15	45	25	90	99	25
69 0220 : DULUTH P-16	43	40	87	97	29
69 0230 : DULUTH P-17	32	24	37	42	20
69 0240 : DULUTH P-18	36	25	87	96	26
69 0245 : DULUTH P-19	15	15	37	46	16
69 0255 : DULUTH P-21	33	22	80	86	15
69 0260 : DULUTH P-22	42	39	45	56	26
69 0265 : DULUTH P-23	38	45	54	58	20
69 0270 : DULUTH P-24	46	52	76	76	32
69 0275 : DULUTH P-25	42	37	66	81	21
69 0280 : DULUTH P-26	38	22	65	75	26

Detail of Election Results  
 Independent School District No. 709 (DULUTH)  
 Tuesday, August 12, 2025 Municipal and School District Primary

Office Title: School Board Member At Large (ISD #709) (Elect 2)

Precinct	NP Harry Welty	NP Loren Martell	NP Kelly Durick Eder	NP Amber Sadowski	NP Jane Diane Hoffman
69 0285 : DULUTH P-27	16	15	39	34	8
69 0290 : DULUTH P-28	17	10	36	35	13
69 0295 : DULUTH P-29	35	25	92	107	40
69 0300 : DULUTH P-30	26	20	46	55	19
69 0315 : DULUTH P-32	58	53	81	95	51
69 0320 : DULUTH P-33	34	22	42	38	23
69 0325 : DULUTH P-34	25	19	24	27	13
69 0330 : DULUTH P-35	30	25	25	48	26
69 9352 : ISD #709 - LAKEWOOD TOWN HALL	8	5	22	24	6
69 9372 : ISD #709 - GNESEN COMMUNITY CENTER	14	15	19	16	3
69 9373 : ISD #709 - NORMANNA TOWN HALL	5	6	7	5	5
69 9374 : ISD #709 - NORTH STAR TOWN HALL	1	5	9	6	3
69 9375 : ISD #709 - RICE LAKE CITY HALL	12	11	25	30	6
Total:	<b>1477</b>	<b>1027</b>	<b>2680</b>	<b>3036</b>	<b>970</b>

We, the school board members of Independent School District No. 709 (DULUTH), certify that we have canvassed the returns of the Municipal and School District Primary held on Tuesday, August 12, 2025 and have herein specified the names of any candidates receiving votes and the number of votes received by each candidate, and have herein specified the number of votes for and against any ballot questions voted on in this election.

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the clerk of Independent School District No. 709 (DULUTH).

Witness our official signature at \_\_\_\_\_ in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

\_\_\_\_\_  
School Board Member

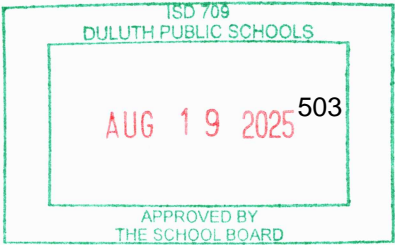
\_\_\_\_\_  
School Board Member

State of Minnesota  
Independent School District No. 709 (DULUTH)

I, \_\_\_\_\_, Clerk of the Independent School District No. 709 (DULUTH) do hereby certify the within and foregoing \_\_\_\_\_ pages to be a full and correct copy of the original abstract and return of the votes cast in the Independent School District No. 709 (DULUTH) Municipal and School District Primary held on Tuesday, August 12, 2025.

Witness my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_



**RESOLUTION**

**Paraprofessionals**

**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Paraprofessionals, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2028, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA**

**and**

**PARAPROFESSIONAL UNIT**

**EFFECTIVE DATES**

**July 1, 2025  
to  
June 30, 2028**

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## AGREEMENT

Between

**Paraprofessional Unit  
and  
Independent School District No. 709  
St. Louis County, Minnesota**

### PREAMBLE

***THIS AGREEMENT*** was entered into by and between ***AFSCME Council 5, Local 66 and Independent School District No. 709***, St. Louis County, Minnesota.

***NOW, THEREFORE***, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

### ARTICLE 1

#### Union Recognition and Unit Description

***Section 1*** - The School District formally recognizes AFSCME Council 5, Local 66 as the exclusive bargaining agent for all paraprofessionals who work more than 12.5 hours per week or more than thirty-five percent (35%) of the normal work week within the bargaining unit, and more than sixty-seven (67) work days per year, excluding all other employees.

***Section 2*** - The Union shall be the duly authorized representative of said employees with respect to the terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

### ARTICLE 2

#### Definitions

The term "***School Board***" as used in this contract shall mean the School Board of Independent School District No. 709, St. Louis County, Minnesota.

The term "***Employer***" as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term "***School District***" as used in this contract shall mean Independent School District No. 709, St. Louis County, Minnesota.

The term "***Union***" as used in this contract shall mean AFSCME Council 5, Local 66.

The term "**Appointing Authority**" as used in this contract shall mean the Human Resources Manager or a staff member delegated to perform those functions required of an appointing authority under this contract.

The term "**Position**" means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one (1) person in the performance and exercise thereof.

The term "**Permanent Position**" means any position in the classified service of the School District, which has required or which is likely to require the services of an incumbent without interruption for a period of sixty-seven (67) working days or more in any calendar year.

The term "**Temporary Employee**" means a person hired to fill any position in the School District, which requires or is likely to require the services of any incumbent for a period of less than sixty-seven (67) working days.

The term "**Employee**" means a person who is an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for them pending their return.

The term "**Substitute**" means an appointment to fill a vacancy in a permanent position caused by the absence of a regular incumbent.

The terms "**Class**" or "**Class of Positions**" means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities, and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience, capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

The terms "**Title**," "**Class Title**," or "**Classification Title**" means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

### **ARTICLE 3 Re-Employment Right**

**Section 1 - Re-Employment List.** The name of any person holding a permanent position in the classified service who has performed their duties satisfactorily and has been laid off without fault on their part, or of any person on probation who has performed their duties satisfactorily and has been laid off without fault on their part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board, has withdrawn their resignation, and who has not been restored to their position.

**Section 2 - Arrangement of Names on Re-Employment List.** The names shall be arranged on the re-employment list in order of the employee's School District seniority; provided that after a period of two (2) years a name shall be removed from the list and the person notified of such action unless the two (2) year period is extended by the School Board. The appointing authority may remove from the list, the name of any person who, without giving a satisfactory reason, refused to accept an appointment offered to them or fails to respond within five (5) business days to the School District's attempts to contact them by regular mail and e-mail. If an employee responds to the School District to say they are not interested in a posting and they provide a satisfactory reason for declining the vacant position

they will stay on the re-employment list. Notification will be made to the union Chair and the AFSCME Field Representative if any changes are made to the re-employment list related to this section.

**Section 3** - Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of Sections 1 and 2 of this Article and meet the qualifications of the job.

## **ARTICLE 4 Management Rights**

It is understood and agreed that the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains, and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

## **ARTICLE 5 Seniority**

**Section 1** - Seniority shall be determined by start date in the unit.

**Section 2** - Time spent on paid sick leave shall count toward seniority. Time spent on special leaves of absence over thirty (30) days, except military, union and parental, shall not be counted toward seniority.

**Section 3** - Seniority lists shall be available on-line and brought up to date February 1 of each year. Employees shall have fifteen (15) working days after the list is posted on-line to raise objections to their seniority rating. Any employee failing to protest their seniority as shown on such list within the fifteen (15) day period referred to above, shall be considered to have confirmed their seniority as listed.

**Section 4** - In implementing any section of this Agreement where an action governed by seniority is to occur, including, but not limited to layoff or reduction, and where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date, a representative of human resources and a representative of the union (field representative or elected officer) will conduct a traditional lot draw to decide seniority order within 14 days of start date of each occasion beginning with the 2025/2026 school year.

## **ARTICLE 6 Probation**

**Section 1 - Probation Period.** Any person when first appointed to a position in the unit shall be on probation for a period of one (1) calendar year. After completion of the one (1) year probationary period, the probation period for transfers, promotions, and demotions, whether voluntary or involuntary shall be for a period of six (6) months not counting time worked in a summer school assignment. If an employee is laid off or demoted without fault on their part during the initial probationary period, and such employee is appointed to a new position, that employee shall continue serving their remaining initial probation period, but in no case shall that probation period in the new position be less than six (6) months. Any person may be rejected on probation after the initial one (1) calendar year probationary period if the employee fails to complete all professional development requirements.

**Section 2 - Rejection on Probation.** The appointing authority may at any time before the expiration of the probation period according to these rules, reject any person appointed to a position, provided that the appointing authority shall forthwith inform the employee in writing such rejection on probation, stating the date the rejection becomes

effective and the reasons for the rejection. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant their recommending that the employee be granted permanent status, the employer may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) calendar months; provided the recommendation shall be reported to the employee in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the Union. During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned.

**Section 3 - Name of Rejected Probationer May Be Placed on Re-Employment List.** Any probationer rejected as provided in the preceding Section shall be considered permanently separated from the position the employee has held; provided, that an employee promoted and then rejected during the probation period shall have the right to assume the position from which the employee was promoted if it is not occupied by a permanent employee, and in case the employee is not restored to their former position, the appointing authority shall place their name on the re-employment list.

## ARTICLE 7

### Vacancies, Transfers, Promotions, Demotions, Reclassifications

**Section 1 - Vacancies.** A vacancy shall be any position open as a result of being newly created or because of resignation, retirement, transfer, promotion, or demotion. Any permanent position to which more than ten (10) hours per week per school year is added or any permanent position which moves from non-benefit to benefit eligible shall be considered a vacancy. Child-specific positions where the student is moving schools shall not be considered a vacancy unless the currently assigned employee chooses not to move with the student. When a program is transferred to a different location, the associated paraprofessional position is not a vacancy unless the current paraprofessional chooses not to move with the program.

**Section 2 –** Employees may bid on and accept only one (1) bid per school year, unless bidding on and accepting a position that will move an employee's eligibility for benefits from non-eligible to eligible or increase their total number of hours by at least ten (10) hours per week. Vacancies shall be filled by most senior capable, qualified and eligible bidders

Vacancies shall be filled by the posting and bidding process until there is no bid, or until a maximum of two (2) such vacancies become filled, whichever comes first. The remaining vacancies will be filled from the re-employment list first and then the sub pool. Bids shall be awarded within fourteen (14) working days.

**Option.** The administration may deny a transfer and/or promotion under this Article to not more than four (4) posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an "**option**". Options shall not accumulate from one year to the next. When the District exercises an option under this Article, the employees affected and the union shall be notified.

All Paraprofessionals who applied for a vacancy shall be notified by School District email of all bid outcomes.

**Section 3 – Posting Vacancies Will Occur as Follows.** Postings will be for seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m.

All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

Any employee, who is not physically able to put in bids, may designate a proxy in writing to do so on their behalf with the Human Resources Department.

***Section 4 – Temporary Re-Assignments.***

In extreme staffing shortages, the School District reserves the right to temporarily reassign employee(s) for no more than 14 calendar days to cover the shortage. A list of volunteers will be created by the District. Volunteers will receive \$1.00 for elementary and \$2.00 for secondary per hour extra for hours served in a temporarily reassigned position. If there are no volunteers, placement will occur by inverse seniority from the closest District building. If the position of reassignment is in a higher pay grade, the employee will be paid at the rate of that pay grade. If a reassignment is needed related to extreme staffing shortages, notification shall be made to the union Chair and the AFSCME Field Representative

Any temporary military leave or special leave of absence shall be filled as above regardless of number of hours.

***Section 5- Prep Time and Clean Up/Report Time.*** Any employee may, with the approval of their classroom teacher, the school principal or other administrator, work an additional 15 minutes before and/or 15 minutes after regular school hours. The addition of the additional time cannot be utilized if it places a non-benefit eligible employee into benefit eligible status. Additionally, paraprofessionals may be asked to attend a monthly staff meeting, and/or other role specific meetings outside their normal work hours and employees will be paid for all time attending.

***Section 6 – Overtime.*** Any employee within the bargaining unit required to work over forty (40) hours per week shall be paid time and one-half (1 ½) their regular rate of pay for each hour worked in excess of forty (40) hours. All overtime work must be approved in advance by the Superintendent of Schools or their designee. Overtime shall be computed to the nearest fifteen (15) minutes.

***Section 7– Lunch Period.*** Where a lunch period is scheduled, the employee shall be afforded a one-half (1/2) hour non-paid lunch time. The lunch period shall not be scheduled earlier than one-half (1/2) hour prior to their school's regularly scheduled period for children, nor later than one-half (1/2) hour after such regularly scheduled lunch period. Employees required to be on duty during their lunch period shall be paid for such time.

***Section 8 – Classifications.*** The employer agrees to meet with the Union representative prior to the time a position in this unit is classified or reclassified in an effort to agree on an appropriate wage rate for the position. Should the parties not agree on such appropriate wage rate to be paid, either party may, in writing, appeal the dispute to the Human Resources Committee of the School Board of Independent School District No. 709. The decision of the Human Resources Committee shall be final and binding upon both parties. Thereafter, such final and binding decision shall be presented to the School Board for ratification without opposition by either party.

***Section 9 – Pay Periods, Direct Deposit, Rates of Pay.***

- a. Employees shall be paid bi-weekly. The School District may pay such employees in the bargaining unit by depositing into such banks or credit unions as the employee shall designate, the net wage or wages owed to such employees.
- b. Twice-monthly Pay Schedule: Commencing July 1, 2024 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly. Employees will be paid on the 15<sup>th</sup> of each month and the last day of each month. If the 15<sup>th</sup> day or last day of the month falls on a weekend

or a holiday, the employee will be paid on the first business day prior to the 15<sup>th</sup> or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

- c. Wage rates and step procedures shall be paid to all employees as per Addendum A1.
- d. When an employee is promoted to a position with higher pay, the employee's wage shall be increased to that wage in the new pay range, which is commensurate with their education attainment and experience at the time of the promotion, or their current step column, whichever is greater.. An employee who is reclassified to a new pay group shall receive the hourly rate of pay which is in the same step column that they currently occupy. The employee shall then progress through the steps as provided in section f.
- e. When employees are demoted to a lower classified position, they shall receive the hourly rate of pay which is in the same step column that they currently occupy and continue to progress through the steps.
- f. When an employee is transferred to a new or formerly held classification within the same pay range, the employee will continue in the same step of the pay range and continue to progress through the steps as though there had been no transfer.
- g. Newly hired employees shall be hired on the wage schedule to which their education attainment and experience at the time of hiring entitles them to be placed. Any applicant failing to advise the School District at the time of hiring of their education or experience shall not be entitled to later use to obtain advancement on the wage schedule. Employees thereafter shall advance steps based on the timelines set forth in the wage schedule.
- h. Except those specified to the contrary in Section d., employees shall remain in the first step as specified above until the beginning of the next pay period following completion of twelve (12) calendar months of service at which time the employee shall advance one (1) step in the pay schedule. After completion of two (2) calendar years of service, four (4), six (6), eight (8), ten (10), twelve (12) and fourteen (14) calendar years in a class, the employee shall advance to the next step in the pay schedule at the beginning of the next pay period.
- i. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standard Act applicable to non-professional school employees. In no case shall any employee receive less than that required for non-professional school employees under the provisions of the Federal and State Fair Labor Standards Act, but this shall not affect the other rates provided herein.
- j. Reduction Allowed. Upon the request of an employee or by the appointing authority, an employee may be reclassified from a higher to a lower classified position, which in the discretion of the appointing authority; the employee is eligible to fill.
- k. Appointing authority shall make recommendations to the School Board for demotion. The appointing authority proposing the demotion of an employee shall make their recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that the employee may grieve pursuant to Article 13 if the employee does not agree with the appointing authority's recommendations.

### **Section 10 – Additional Compensation**

#### **a. SubAlt Program Coverage**

A Paraprofessional assigned to the Sub-Alt program will receive a stipend of five dollars (\$5.00) per class period when the class rosters total fifty (50) or more students. This stipend will be issued first to assigned Supervisory Assistant Paraprofessional, and then to other paraprofessionals in the building. Building administration will

determine the selection of paraprofessionals for this Sub-Alt assignment based on schedule availability, not seniority.

**b. Substitute Pay**

A paraprofessional employee who is appropriately licensed as a teacher by Minnesota Professional Educator Licensing and Standards Board (PELSB) may internally substitute for a licensed teacher. Employees who possess a current teaching license and are interested in being considered for substitute opportunities should advise Human Resources. Upon verification of PELSB licensure, these employees will be added to a substitute list at their site.

No employee shall be required to work as a substitute teacher. However, in an emergency situation or when other substitutes are unavailable, a qualified employee may be requested to substitute for a teacher in their building. In such cases, they will be compensated at either the substitute teacher rate of pay or their current rate of pay within the unit, whichever is greater.

**c. Mentorship Pay**

To support the successful integration of newly hired paraprofessionals, the District/School will implement a Paraprofessional Mentorship Program. Experienced paraprofessionals, selected based on their demonstrated performance and willingness to guide new colleagues, may serve as mentors. All new paraprofessional hires will be assigned a mentor for a specified initial period, with mentors committed to providing orientation, ongoing support, and periodic check-ins, while mentees are expected to actively engage with their mentor and utilize the guidance provided. The District/School will oversee the program, mentor-mentee pairings and providing necessary resources. Mentors will receive a stipend of \$250 per semester for their participation. All interactions within the program will uphold confidentiality consistent with District/School guidelines.

**ARTICLE 8  
Displacement/Layoff Procedure**

**Section 1** – When it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of hours assigned to a position in excess of ten (10) hours per week during a contract year, or results in a loss of health benefit eligibility or to reduce the number of employees in a given classification, the reduction shall occur in the following order and manner:

- a. Those employees so affected, may bid for vacancies for which they are qualified in accordance with Article 7 of this Agreement.
- b. Any permanent employee in an affected position shall be permitted to exercise School District seniority rights to replace an employee with less seniority in the same or another job classification. The affected employee may bump any employee who is less senior in School District seniority and who is one of the sixty (60) lowest senior employees on the seniority list, provided the employee has the physical fitness and ability and meets the minimum qualifications to perform the duties in the new position.

For the purposes of bumping, the following program classifications are established:

<b>CLASSIFICATION I</b>	
Early Childhood Supports and Screening Assistant	Special Education BW ESCE Paraprofessional
ECFE Paraprofessional	Special Education BW Paraprofessional
Health Paraprofessional	Special Education Child-Specific Paraprofessional
HeadStart Paraprofessional	Special Education Paraprofessional/Child Specific
Instructional Paraprofessional	Special Education Program Paraprofessional
Preschool Paraprofessional	Supervisory Paraprofessional

<b>CLASSIFICATION II</b>	
Attendance Coordinator	Mental Health Practitioner-Check and Connect
American Indian Home School Liaison	Physical Therapy Assistant (PTA)
Certified Lifeguard Paraprofessional	Pre-licensed ASL Interpreter
Certified Occupational Therapy Assistant (COTA)	Pre-licensed Cued Speech Transliterater
Community Liaison Paraprofessional	Special Education Paraprofessional/LPN
Cultural Immersion Program Paraprofessional	Special Education Paraprofessional/ RN
Health Paraprofessional/LPN	Technical Tutor
Language Facilitator-Sign	Technical Tutor/Auto Mechanic
Licensed Cued Speech Transliterater	Technical Tutor//Evaluation & Testing
Licensed Sign Language Interpreter/Transliterater	Technical Tutor/Graphic Arts
Management Information Systems Paraprofessional	Technical Tutor/Industrial Technician
Mental Health Practitioner	Transition Liaison Paraprofessional

Classification I incumbents affected by position elimination or bumping may not bump less senior employees in Classification II. Classification II incumbents so affected may bump less senior employees in Classification I.

- c. An employee displaced in the process shall have the rights as detailed above in 1(a) and 1(b).
- d. During any layoff, no temporary or original probationary employee shall be employed while any permanent qualified employee under this bargaining unit is laid off and requests work.
- e. An employee not assigned to a position under these provisions shall be placed on the re-employment list by School District seniority.
- f. The School District shall give notice in writing to the employee or employees to be laid off and shall transmit to the Union the names of those so notified.
- g. This Article shall be grievable pursuant to Article 13 of this Agreement.

**Section 2** – In implementing Section 1 of this Article, where it is determined that two (2) or more persons in the class in which the layoff or reduction is to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined in accordance with the process identified in Article 5, Section 4. If a coin flip occurs, a Union representative shall be present at such determination. The Union and affected employees shall be notified in writing of the outcome.

**Section 3 – Employees Choosing Not to Exercise Their Bumping Rights.** Employees who do not meet the minimum requirements of a position, or qualify for bumping rights under Article 8, but choose not to exercise their bumping rights will be placed on the re-employment list and will not be considered laid off. Such employees may apply for substitute positions but shall not be given first preference as covered by 1I of this Article.

**Section 4** – The parties agree to meet and confer prior to March 1 regarding the process of posting, bidding and bumping related to projected school closures.

## ARTICLE 9

### Summer Work Assignments

**Section-1** - Assignment of summer work shall be made to those employees who request to work during the summer recess on the following basis:

- a. Employees who are regularly assigned to work within a program offered during the summer shall be assigned to such work before other persons. Where two (2) or more programs are identical and only one (1) is offered in the summer, the senior applicant applying using School District seniority shall be assigned.

- b. By total School District seniority per request of those who qualify.
- c. Employees shall be notified of their summer assignments at least two (2) weeks prior to the start of the summer session, if possible.

**Section–2** - Assignment of summer work shall be made to those employees in Extended School Year Special Education programming as follows:

- a. Offered first to the employee who performed the job during the school year.
- b. Offered to the most senior employee in the program classification as defined in Article 8.
- c. Offered to the most senior paraprofessional who meets the minimum qualifications of the position.
- d. By total School District seniority.

All employees who are employed during the summer recess shall be paid at the rate of the classification in which they are assigned.

Employees will accrue sick leave during summer work assignments.

## **ARTICLE 10 Resignations**

**Section–1 - Resignations.** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to the employee leaving on shorter notice.

**Section–2 - Resignations Without Notice.** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on the employee’s personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application for employment in the School District.

**Section–3 - Resignations May Be Withdrawn.** Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw their resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, the employee may, upon written request to the appointing authority, have their name placed on the re-employment list.

**Section–4 - Resignation May Be Presumed in Certain Cases.** Any employee who is absent from duty for three (3) consecutive business days without notifying their supervisor and securing, or who fails to return to work within five (5) work days after a leave’s expiration, may be considered to have resigned without notice. This presumption does not apply if the employee can demonstrate sufficient and good cause for the absence or failure to notify, particularly if the absence is related to a protected leave provided under state or federal law, or established District policy.

## **ARTICLE 11 Suspensions and Removals**

**Section–1 - Suspension.** The appointing authority and, in their absence, the designee acting in their place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of their duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

Employee to Be Notified of Suspension. In case the appointing authority or their designee acting in their place suspends any employee, the employee shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to the employee's last known address; the employer shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that the employee may grieve pursuant to Article 12 if the employee disagrees with the action of the appointing authority.

**Section-2 - Removals.** Any employee holding a position in the classified service who has completed the probationary period prescribed in accordance with these rules may be removed only for cause; that in no case may an employee be removed on account of their religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

Causes for Removal. The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

- a. That the employee is incompetent or inefficient in the performance of their duties.
- b. That the employee has been wantonly careless or negligent in the performance of their duties.
- c. That the employee has been brutal in their treatment of public charges, fellow employees, or other persons.
- d. That the employee has been offensive in their conduct toward their fellow employees or the public.
- e. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates them for the proper performance of their duties.
- f. That the employee has failed to follow reasonable direction given them by their supervisor when such violation or failure to follow amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the School District or to the public.
- g. That the employee has been convicted of a criminal offense.
- h. That the employee, through negligence or willful conduct, has caused damage to public property or waste of public supplies.
- i. Employee's job performance is impaired due to their tardiness or absence from work.
- j. That the employee removed public or personal property from their place of employment without the owner's or supervisor's approval.
- k. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

**Section-3 - Who May File Removal Charges.** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory for two (2) consecutive rating periods; and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

**Section-4 - Charges to State Grounds for Removal.** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges for the good of the School District" be considered reason for removal.

**Section-5 - Appointing Authority to Mail Notice of Charges to Employee.** Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that the employee may grieve

the matter pursuant to Article 12 of this Agreement if the employee does not agree with the action of the appointing authority.

**Section–6 - Removed Employee Not Eligible to Compete for Future Employment.** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment with the School District. Any formal disciplinary action (including but not limited to written warnings, reprimands, or suspensions) placed in an employee's personnel file shall not be considered for the purpose of escalating progressive disciplinary action ten (10) years after the date of its issuance, provided that the employee has not received any further formal disciplinary action during that ten (10) year period. While the record of such disciplinary action may remain in the employee's personnel file, it shall not serve as a basis for determining the level or severity of any subsequent disciplinary action taken against the employee after this period has elapsed.

## **ARTICLE 12 Grievance Procedure**

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

**Definitions** "A **"Grievance"** is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

The **"Aggrieved Employee"** is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

The term **"Days"** when used in this grievance procedure shall refer to working days.

### **Representation Rights**

**Section–1** - The School District shall be a party to all grievances at all steps and may be represented by its designated representative.

**Section–2** - The aggrieved employee reserves the right to be represented by a representative of their choice including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be their designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express their views at all steps of this grievance procedure.

### **Step I**

The aggrieved employee shall present their grievance within twenty (20) days of the time the employee knew or through the use or reasonable diligence should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The aggrieved employee shall file their grievance in writing with the principal or other head of a school, if assigned to a school, and if not assigned to a school, then their immediate supervisor, other than a member of the Teacher's' Bargaining Unit, who is not a member of the Paraprofessional Bargaining Unit, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge,

the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The principal or supervisor shall immediately set a hearing date within ten (10) days of filing and notify the Union and the aggrieved employee. A decision in writing by the principal or supervisor shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee, the Union, and the Human Resources Manager. Appeal from this decision shall be taken by the aggrieved employee within ten (10) days of the communication of the decision to them.

### **Step II**

In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Human Resources Manager, the Human Resources Manager or their designee shall set a hearing within twenty (20) days of the filing of an appeal with them by the aggrieved employee, or within twenty (20) days of communication to (the Human Resources Manager or their designee) of the decision at Step I, and shall so notify the aggrieved employee, principal, or supervisor, and the Union. The Human Resources Manager or their designee shall then proceed to such hearing and notify the aggrieved employee, principal or supervisor, and the Union, of their decision in writing within ten (10) days of the hearing.

### **Arbitration**

The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Human Resources Manager. The Human Resources Manager shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make their decision within thirty (30) days of the hearing. Their written decision shall state the facts and Articles of the Agreement on which their decision relies, shall include their conclusions and the relief to be given, if any, and shall be final and binding on the Union and the School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter, or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement, nor shall the employee have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed at the time therefore.

### **Miscellaneous Provisions**

**Section- 1** - The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event, or default of the School District, School Board' it's employees, agents, or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving

the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.

**Section 2** – The days specified are working days. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

**Section- 3** - Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.

**Section- 4** - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

**Section- 5** - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

**Section- 6** - All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of an aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during work hours.

**Section- 7** - Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE 13**

### **Leaves**

#### **Section 1 - Sick Leave.**

- a. **Accrual and Use of Leave:** Employees holding a position in the classified service shall be granted sick and safe leave with full pay from the commencement of employment at the rate of accumulation of 0.06 times the regular scheduled number of hours paid, accumulative to a maximum equal to one-hundred seventy (170) times the scheduled number of hours worked per day. Employees will accrue sick leave during summer work assignments. Employees shall be eligible to use accrued sick and safe leave as it is accrued.
- b. **Notification and Approval:** To obtain approval for use of sick and safe leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precluded prior notice and approval. (See Article 19, Insurance and Hospitalization Coverage regarding requirements for continuous insurance and hospitalization coverage.)

- c. **Permitted Uses of Leave and Family Definition:** Employees are allowed to use accrued sick and safe leave for all purposes and for all "family members" as defined by Minnesota Statutes §§ 181.9445 to 181.9448, concerning earned sick and safe time, and any applicable local ordinances, whichever provides more favorable benefits to the employee. This includes, but is not limited to, absences due to the employee's own illness, injury, or health condition, or for the care of a covered family member, as well as absences for reasons related to domestic abuse, sexual assault, stalking, or public health emergencies.
- d. **Documentation:** The School District may require reasonable documentation for leave use only when an absence exceeds three (3) consecutive scheduled workdays, as consistent with Minnesota Statute and applicable federal law. Such documentation shall not require disclosure of details. The School District may require documentation only under the guidelines of Minnesota Statutes §§ 181.9445 through 181.9448 and applicable federal law or if there is a suspicion of abuse of leave.
- e. **Death in Family.** Full pay for absence not to exceed three (3) days for a death locally, and five (5) days if the funeral is held more than 150 miles from the City of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their family (as defined by Minnesota Statutes §§ 181.9445 to 181.9448. This leave shall be deducted from sick leave if available. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
- f. **Former Employee May Have Sick Leave Reinstated.** A former employee in the classified service of the School Board, who is reinstated under Article 10 to a position in the classified service, shall have their previously accumulated and unused balance of sick leave reinstated and placed to their credit.
- g. **Sick Leave Bank.** Each new contract employee, upon completion of six (6) months employment, shall contribute one (1) day to the sick leave bank. This deduction shall be deducted from such employee's accrued sick leave in either October 1 or May 1, whichever comes first. Employees who exhaust all accrued vacation, personal leave and sick leave, may borrow from the sick leave bank. The sick leave bank by-laws specify the required documentation to access the bank and rate of repayment. Human Resources and the Union will provide this information to employees upon request.

The sick leave bank shall be administered and be subject to the conditions, rules and regulations as adopted by the governing committee. The committee shall consist of three members appointed by the Union and three members appointed by the Superintendent, including the Human Resources Manager and/or their designee, who shall act as chairperson. The committee shall meet as needed. Meetings may be called by the Human Resources Manager or their designee or the Union to discuss the sick leave bank. The committee may modify the rules and regulations.

**Section– 2 - Special Leave of Absence.**

- a. Any employee holding a position in the classified service who desires to engage in a course of study such as will increase their usefulness on their return to the classified service, or who for any reason considered reasonable by the appointing authority desires to secure leave from their regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year. All employees with three (3) years of continuous service in the Unit shall qualify for a special leave of absence without pay if requested in accordance with this Article. The leave of absence will be considered a "B" leave of absence. Such leave shall be granted only once every three (3) years per employee. The employee on such leave will be required to advise the School Board of their intention to return at least two (2) weeks before returning to work. Returning employees will be placed on the re-employment list and secure positions for the following school year according to Article 5, Section 2 of this Collective Bargaining Agreement.
- b. **Unpaid Leave.** Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, their request for unpaid leave stating the reason the request should be granted, the date when the

employee desires the leave to begin, and the probable date of their return. A maximum of five (5) days of leave without pay will be granted per school year, unless pre-approved by the Superintendent or designee. No leave without pay will be approved unless prior notice has been given.

- c. **Union Leave.** Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team. Local union stewards, local union officers, union officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the School District. Requests for Union leave shall include the anticipated number of days requested, as well as the dates of the leave.

Upon the written request of the Union, leave shall be granted to employees who are appointed full-time representatives of the Union. Annually, the School District may request the Union to confirm the employee's continuation on Union leave.

Leave time for service on a union master negotiating team/assembly, supplemental negotiations, School District meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a union master negotiating team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

- d. **Reinstatement after leave.** An employee on an approved leave of absence is required to contact the School District if an extension is being requested. Failure to contact the School District about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from the School District.
- e. Employees returning from extended leaves of absence (one month or more) shall notify the School District at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the School District. Employees returning from unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. No seniority will be lost.
- f. Union leave of absences of less than one (1) school year shall be filled through the temporary assignment language in Article 7, Section 4.
- g. When an employee returns from an approved leave of absence of more than one (1) school year, and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder.

**Section— 3 - Special Leave of Absence (FMLA & Parental).**

- a. **Parental Leave.** Up to six (6) months of unpaid parental leave shall be granted to a parent in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year. In order to be eligible for a parental leave, the employee must request the parental leave in writing to Human Resources at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the birthing parent, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the School District experiences a layoff and the employee would have lost their position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act Policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act Policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual Agreement of the School District.

- b. ***Special Leave of Absence (FMLA).*** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the School District's Family and Medical Leave Act Policy, which Policy shall be in compliance with the Family and Medical Leave Act.

***Section– 4 - School Board to Determine Status of Employee on Return.***

- a. For each separate case of special leave without pay, the School Board shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to their former position on their return from such leave or whether their name shall be placed on the re-employment list. Employees are normally reinstated to their original position where the leave is mandated by state statute.

***Section– 5 - Military Leave of Absence.***

- a. Any employee while holding a permanent position in the classified service of the School Board, who, shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
- b. Reinstatement of employee on military leave of absence. Reinstatement of any employee on military leave of absence shall be at the same wage step which the employee would have received had the employee not taken such leave and shall be upon the following conditions:
  1. That the position has not been abolished;
  2. That the employee is not physically or mentally disabled from performing the duties of such position;
  3. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty, makes application for reinstatement within forty-five (45) days;
  4. That the employee submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that their military or naval service was satisfactory.
- c. Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
- d. ***Employee on Probation May Receive Military Leave of Absence.*** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that the employee becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served

and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if the employee is physically and mentally able to perform the duties of the position, be reinstated to the position which the employee held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.

- e. ***Vacancy Caused by Military or Special Leave of Absence to Be Known as Temporary Vacancy in Permanent Position.*** A vacancy created by an employee receiving a military or special leave of absence shall be filled by the provisions in Article 7, Section 4.
- f. ***Name of Substitute to Be Placed on Re-Employment List.*** The name of any person appointed to a temporary vacancy in a permanent position as a substitute shall, upon the re-instatement of the regular incumbent, be placed upon the re-employment list.
- g. ***Substitute May Be Appointed as Regular Incumbent.*** If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position said position shall be posted as a vacancy per Article 7.
- h. ***Name of Substitute May Be Placed on Re-Employment List If Called into Armed Forces.*** The name of any substitute who, while acting as such, becomes a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said armed forces said substitute shall file a written request with the School Board and if said substitute is mentally and physically capable of handling said position, provided, that if the name of more than one (1) such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.
- i. Military leave of absence with pay up to fifteen (15) calendar days per year as required by Minnesota Statutes, Section 192.26 or any act amendatory thereof. Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which the employee is assigned, or the commander thereof, that the employee be assigned or authorized military duty for which the employee would be entitled to leave with pay from the School District during the time the employee is working.

***Section— 6 - Jury Duty.***

- a. When an employee is selected for jury duty, upon prompt notification to their supervisor, the employee shall be released from their regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request to the court for release from that assignment prior to being placed on the jury.
- b. While on jury duty an employee will be paid the regular contractual wage of the job, which they were scheduled to work.

***Section— 7 - Any other reason for which the granting of a leave of absence is required by law.***

***Section— 8 - Any paraprofessional on leave of absence may, if the employee so elects, remain in the School District's hospitalization group provided the employee pays all the premiums in advance to the School District.***

***Section 9 – Holidays, Personal Leave Day, School Closings/Spring Break Make-up Time.***

- a. ***Holidays.*** All employees within the bargaining unit who are regularly scheduled to work on a holiday, shall receive as paid holidays:
  - Labor Day
  - Education Minnesota in October
  - Thanksgiving -Fourth Thursday in November
  - The day after Thanksgiving
  - Christmas Eve – December 24

Christmas Day – December 25  
 New Year's Eve Day – December 31  
 New Year's Day – January 1  
 Martin Luther King Jr. Day  
 President's Day – Third Monday in February  
 First day of spring recess  
 Memorial Day – Last Monday in May

For those employees whose regular position calls for a work year which extends beyond forty-two (42) weeks, or for employees who have accepted a summer assignment and work 16 hours a week during the months of June and July, Juneteenth and July 4th.

Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

- b. **Personal Leave.** All employees within the bargaining unit may take three (3) paid personal leave days per year at a time approved by the employee's supervisor and agreeable with the employee. The days will not be deducted from the employee's sick leave balance, and may be used on non-contract days during the contract year.
- c. **School Closing.** When a school or schools are closed by order of the Superintendent or their designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for the first two days with no deduction from the employee's sick leave balance. For days three through seven, e-learning will be utilized. Any additional days beyond seven will be deducted from the employee's sick leave balance at the employee's choice or the employee can choose to take leave without pay.
- d. **D. Two Hour Late Start.** When a school or schools start two (2) hours late by order of the Superintendent or their designee because of snow or other emergency, the paraprofessionals assigned to the building or buildings shall be compensated for two (2) hours. Such hours will be deducted from the employee's sick leave balance at the employee's choice or employee can choose to take leave without pay.

**Section 10 – Vacations.** Employees in this unit shall not be entitled to vacation except as provided hereafter in this Article. Employees assigned to a position for forty-one (41) weeks or more per year, and those assigned for a thirty-eight (38) week work year who receive or accept an assignment to be worked during the summer months, and work a minimum of ten (10) hours per week during the summer months shall be entitled to earn vacation in accordance with the following schedule:

Number of Weeks Worked	Vacation Earned
41	3 Days
42	3 Days
43	4 Days
44	4 Days
45 or More	5 Days

On September 1, a determination will be made as to the number of weeks worked in the previous contract year. Using the chart above, the number of days shall then be determined and credited to a vacation account for the individual in hours. The number of hours so credited may be taken as vacation during the succeeding

twelve (12) month period at times that meet with the approval of the employee's supervisor. Vacation days may be used on non-contract days during the contract year.

## **ARTICLE 14**

### **Employee Personnel Files and Policies**

It is recognized by both parties that employee's personnel files may contain evaluations and material received from outside sources, which is solicited with the understanding that it will be kept confidential. It is further recognized that employees generally have the right to know how they stand with respect to evaluations made of their performance in this system.

**Section 1** - Employees shall have the right to inspect and to obtain copies at their expense of all evaluations on file relating to the individual employee and submit for inclusion in the file written information in response to any such material.

**Section 2** - All service ratings shall be reviewed with the employee by their supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that the employee has reviewed the same, and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation.

The employer may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The employer shall provide copies of any proposed changes in personnel policies to the Union prior to posting. New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

## **ARTICLE 15**

### **Union Security**

**Section 1** - Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each such Union member's wages the monthly Union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "*fair share*" fee required by law upon appropriate action being taken by the Union pursuant to law, such sum not to exceed the monthly dues of Union members.

**Section 2** - The employer shall deduct from the wages of any employee who is a member of the Union, PEOPLE (Public Employees Organized to Promote Legislative Equality) program a deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 16**

### **Access to Premises**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

**ARTICLE 17**  
**No Strike Clause**

AFSCME Council 5, Local 66 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement, except as otherwise permitted by law.

**ARTICLE 18**  
**Savings Clause**

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect. The voided provision shall be renegotiated at the request of either party.

**ARTICLE 19**  
**Insurance and Hospitalization Coverage**

**Section 1 – Eligibility.** The School District shall make available to each employee within this bargaining unit who regularly works twenty-four (24) or more hours per week during the school year the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall make the same employer contributions for employees in this bargaining unit and their dependents as are paid for employees within the teacher bargaining unit.

Any change to the coverage of the School District health insurance policy (as contracted with the School District's contribution to the premium), negotiated by the exclusive representative of the Duluth Federation of Teachers, during the term of the contract shall be promptly presented to the Union. Employees covered by this contract shall then vote on these changes.

Employees do not have to be enrolled in the medical/hospitalization insurance to be eligible for long-term disability, life insurance, and dental insurance.

**Section 2 – Dental.** The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

**Section 3 – Life Insurance.** The employer shall pay, on behalf of each employee in the unit who is eligible (20 or more hours per week) for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for basic life insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional life insurance. Only

such options as are available in the life insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

**Section 4 – Long Term Disability (LTD).** The School District will pay the cost of an LTD income protection plan for those eligible (20 or more hours per week) employees in the bargaining unit. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of wage without any maximum wage limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at their option elect to have the payments added to their taxable wage provided the employee authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

**Section 5 – Leaves of Absence.** No benefits shall be lost by the Employee during unpaid leaves of absence thirty-one (31) calendar days or less, unless not qualified under Section 6. The only exception is if they qualify for the Family Medical Leave Act (FMLA) due to medical reasons. Should the employee be on a leave of absence without pay for greater than 31 days, their insurance will be terminated the end of the month in which they last worked and/or were on paid status. The employee will be sent a COBRA notice. COBRA requires the employee to pay the full premium should they elect coverage.

**Section 6 – Summer Coverage.** Paraprofessional members who are eligible for School District insurance will receive coverage for the summer only if they complete the school year. These employees must be at work, on a paid leave, medical leave, or FMLA on the last day of the school year to be eligible for July and August.

**Section 7 - Health Care Savings Plan (HCSP).**

1. **Eligibility.** Eligible employees shall receive a contribution of unused sick leave benefits, as defined below, to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. **Maximum Days.** The number of unused and accumulated sick leave days up to a maximum of one-hundred fifty (150) times the scheduled number of hours worked per day times the hourly rate in effect at the time of retirement.
3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by three percent (3%). The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses per the laws/rules governing the HCSP. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

**Section 8 - Dental.** The employer shall pay, on behalf of each employee in the unit who is eligible for medical/hospitalization coverage under Section 1 of this Article, a monthly premium for single basic dental insurance. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.

**ARTICLE 20**  
**Work Related Damage to Personal Items**

When an employee, while on the job with ISD 709, suffers the loss of their eyeglasses or contact lenses or personal hearing devices, due to physical contact with a student, the School District shall reimburse such employee the fair and reasonable cost for repair or replacement of the item(s). The employee shall file an accident report for such reimbursement claim.

**ARTICLE 21**  
**Professional Development**

Participation in the Professional Development program is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least seven (7) days of job appropriate in-service training to be offered based on the training calendar. An employee shall be paid their regular rate of pay for all hours of in-service training attended, even if the training lasts longer than the employee's regularly scheduled day. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours. By the last Monday of the current school year a paraprofessional calendar, including a schedule of training dates for the following school year will be provided by the District to all Paraprofessionals. All employees should refer to the calendar for required work and training dates.

**Additional Voluntary Training**

Paraprofessionals who participate in voluntary online training will be compensated at their regular hourly rate of pay for up to a maximum of 16 hours; and compensation for these hours shall not include any form of overtime pay, regardless of the paraprofessional's total weekly hours;

Paraprofessionals are eligible to receive the online training compensation if the following criteria is met:

1. All voluntary training sessions must be pre-approved by the District; and paraprofessionals must either choose an online training that is on the pre-approval list, or seek approval from their supervisor prior to commencing the online training to ensure eligibility for compensation;
2. All voluntary training sessions must be completed between the start of the paraprofessional work year and by April 30; and not during regular working hours;
3. That paraprofessionals are required to submit certificates of completion, for each online training session, indicating the hours of training, to the Human Resources Offices or emailed to [humanresources@isd709.org](mailto:humanresources@isd709.org) no later than May 1;
4. Employees who do not meet the requirements set forth above are not eligible for the additional online training compensation.

**ARTICLE 22  
Renewal**

**Section 1** - This Agreement shall continue and remain in full force and effect until the first day in July 2025, and from year to year thereafter unless either party hereto shall give written notice to the other not less than sixty (60) days prior to June 30, 2028; of such party's desire to inaugurate collective bargaining discussions over changes of any one (1) or more Articles of this Agreement.

**Section 2** - This Agreement is not subject to re-negotiation during the term hereof, unless mutually agreed upon between the parties; provided, however, this does not deny employees redress under the normal grievance procedure when it pertains to wages, hours, and terms and conditions of employment.

**IN WITNESS WHEREOF**, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

AFSCME COUNCIL 5, LOCAL 66

INDEPENDENT SCHOOL DISTRICT NO. 709

By: [Signature]  
Field Representative

By: [Signature]  
Chairperson, School Board

By: [Signature]  
Field Director

By: [Signature]  
Clerk, School Board

By: [Signature]  
Local 66 President

**ADDENDUM A1  
2025-2026 WAGES**

Pay Group	Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		0-12 mos.	12+ mos.	2+ yrs.	4+ yrs.	6+ yrs.	8+ yrs.	10+ yrs.	12+ yrs.	14+ yrs.
A	Certified Lifeguard Early Childhood Support and Screening Assistant ECFE HeadStart Health Instructional Sign Language Facilitator Special Education Building-wide Special Education Child-Specific Supervisory	19.23	20.19	20.39	20.59	20.80	21.01	21.22	21.43	21.81
B	American Indian Home School Liaison Community Liaison Cultural Immersion Program Management Information Systems Special Education Child-Specific (Setting III) Special Education Program Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	20.45	21.47	21.68	21.90	22.12	22.34	22.56	22.79	23.02
C	Attendance Coordinator Certified Occupational Therapy Assistant (COTA) Check and Connect Health /LPN Mental Health Practitioner Physical Therapy Assistant (PTA) Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterater* <small>*Must have completed certification as required for District reimbursement.</small> Special Education /LPN	25.92	26.44	26.7	26.97	27.24	27.51	27.79	28.07	28.35
D	Licensed Cued Speech Transliterater Licensed Sign Language Interpreter/Transliterater Special Education /RN	31.1	31.72	32.99	34.06	35.17	36.49	37.68	38.9	40.16

Longevity Pay - Employees will receive longevity pay based on their years of continuous service in a classified position with the School District, distributed equally over 18 pay periods per year. The annual longevity pay amounts are as follows:

- 10 years of service: \$500
- 15 years of service: \$750
- 20 years of service: \$1,000
- 25 years of service: \$1,250

**ADDENDUM A2  
2026-2027 WAGES**

Pay Group	Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		0-12 mos.	12+ mos.	2+ yrs.	4+ yrs.	6+ yrs.	8+ yrs.	10+ yrs.	12+ yrs.	14+ yrs.
A	Certified Lifeguard Early Childhood Support and Screening Assistant ECFE HeadStart Health Instructional Sign Language Facilitator Special Education Building-wide Special Education Child-Specific Supervisory	19.61	20.59	20.80	21.00	21.22	21.43	21.64	21.86	22.25
B	American Indian Home School Liaison Community Liaison Cultural Immersion Program Management Information Systems Special Education Child-Specific (Setting III) Special Education Program Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	20.86	21.90	22.12	22.35	22.56	22.81	23.02	23.25	23.48
C	Attendance Coordinator Certified Occupational Therapy Assistant (COTA) Check and Connect Health /LPN Mental Health Practitioner Physical Therapy Assistant (PTA) Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterators* *Must have completed certification as required for District reimbursement. Special Education /LPN	26.44	26.97	27.23	27.51	27.78	28.06	28.35	28.62	28.91
D	Licensed Cued Speech Transliterators Licensed Sign Language Interpreter/Transliterators Special Education /RN	31.72	32.35	33.65	34.74	35.87	37.22	38.42	39.68	40.96

Longevity Pay - Employees will receive longevity pay based on their years of continuous service in a classified position with the School District, distributed equally over 18 pay periods per year. The annual longevity pay amounts are as follows:

- 10 years of service: \$500
- 15 years of service: \$750
- 20 years of service: \$1,000
- 25 years of service: \$1,250

**ADDENDUM A3  
2027-2028 WAGES**

Pay Group	Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		0-12 mos.	12+ mos.	2+ yrs.	4+ yrs.	6+ yrs.	8+ yrs.	10+ yrs.	12+ yrs.	14+ yrs.
A	Certified Lifeguard Early Childhood Support and Screening Assistant ECFE HeadStart Health Instructional Sign Language Facilitator Special Education Building-wide Special Education Child-Specific Supervisory	20.01	21.01	21.21	21.42	21.64	21.86	22.08	22.30	22.69
B	American Indian Home School Liaison Community Liaison Cultural Immersion Program Management Information Systems Special Education Child-Specific (Setting III) Special Education Program Technical Tutor Technical Tutor/Auto Mechanic Technical Tutor/Evaluation & Testing Technical Tutor/Industrial Technician	21.28	22.34	22.57	22.80	23.01	23.26	23.48	23.71	23.95
C	Attendance Coordinator Certified Occupational Therapy Assistant(COTA) Check and Connect Health /LPN Mental Health Practitioner Physical Therapy Assistant (PTA) Pre-Licensed ASL Interpreter* Pre-Licensed Cued Speech Transliterators* *Must have completed certification as required for District reimbursement. Special Education /LPN	26.97	27.51	27.78	28.06	28.34	28.62	28.91	29.19	29.48
D	Licensed Cued Speech Transliterators Licensed Sign Language Interpreter/Transliterators Special Education/RN	32.36	33.00	34.32	35.44	36.59	37.96	39.19	40.47	41.78

Longevity Pay - Employees will receive longevity pay based on their years of continuous service in a classified position with the School District, distributed equally over 18 pay periods per year. The annual longevity pay amounts are as follows:

- 10 years of service: \$500
- 15 years of service: \$750
- 20 years of service: \$1,000
- 25 years of service: \$1,250

**ADDENDUM A4**  
**COMPENSATION AND POSITION RECONCILIATION**

This Addendum, entered into by and between Independent School District No. 709 (hereinafter "School District") and **AFSCME Council 5, Local 66** (hereinafter "Union"), serves to clarify terms related to position adjustments and compensation for the **Paraprofessional Unit** for the 2025-2028 Contract years.

**Reconciliation of Prior Offers:** In the event that offers of employment or position changes, including initial placements or adjustments, were extended to employees prior to the School Board's approval of this Agreement, such offers shall be considered provisional and subject to the final terms and conditions outlined in this Agreement. Upon School Board approval, any discrepancies between such prior offers and the approved pay groups and pay steps of this Agreement shall be reconciled. Affected employees will be notified in writing of any necessary adjustments to their pay group, pay step, or effective date of compensation, ensuring adherence to the terms of this fully executed Agreement. Any resulting adjustments will be made retroactively to the effective date of position changes and compensation under this Agreement, if applicable, to prevent any loss of appropriate compensation due to the timing of the approval process.

**Prevention of Missed Adjustments:** The School District and the Union commit to a diligent process to ensure that no employee's position adjustment, pay group, or pay step change is inadvertently missed or incorrectly applied due to the timing of this Agreement's approval or any subsequent administrative processes. The School District shall provide the Union with a list of all employees impacted by position adjustments as described in this Agreement within thirty (30) calendar days of School Board approval, for review and verification. Any identified discrepancies or omissions shall be promptly addressed and rectified.

# CALENDAR

School Year 2025-2026  
 Independent School District #709  
 Duluth, Minnesota

**2025-2026**

School Year Begins*	August 25, 2025
School Year Closes*	June 5, 2026
Opening of School (with students)	September 2, 2025
Staff Professional Development	August 25, 2025
Staff Meeting/Professional Development	August 26, 2025
Professional Development/Work Day	August 27, 2025
Paraprofessional Work Day	August 28, 2025
No School Staff/Students (Non-Contract Day)	August 29, 2025
Labor Day	September 1, 2025
Teachers Convention (MEA)	October 16-17, 2025
Professional Development Day	November 3, 2025
Thanksgiving & Friday following	November 27-28, 2025
Professional Development Day	December 8, 2025
Winter Recess	December 24, 2025 – January 2, 2026
Professional Development Day	January 16, 2026
Martin Luther King Jr. Day	January 19, 2026
President's Day	February 16, 2026
Winter Break	February 16-20, 2026
Professional Development Day	March 2, 2026
Spring Break	March 30 – April 3, 2026
Professional Development Day	May 4, 2026
Memorial Day	May 25, 2026
*August 25, 2025 is the start date for all paraprofessionals	
*June 5, 2026 is a regular work day for all paraprofessionals	
See 2025-2026 Paraprofessional Calendar for other Holidays and Non-Contract Days	

# 2025-26 Paraprofessional Calendar

Work Start - 8/25/2025 Work End - 6/05/2026

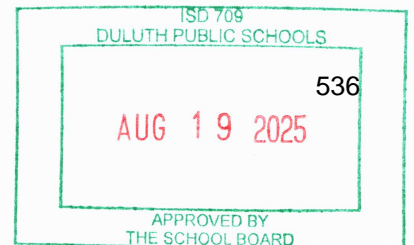
JULY 2025							AUGUST 2025							SEPTEMBER 2025							OCTOBER 2025						
S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA
		1	2	3	4	5						1	2		1	2	3	4	5	6				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				
NOVEMBER 2025							DECEMBER 2025							JANUARY 2026							FEBRUARY 2026						
S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA
						1		1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31							
30																											
MARCH 2026							APRIL 2026							MAY 2026							JUNE 2026						
S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA	S	M	T	W	TH	F	SA
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
														31													

Para Paid Day (if normal work day)
  Staff Development/Para Workday
  Non-Contract Days
 Pay Days - paid 2 weeks behind

Holiday (paid if regularly scheduled to work on that day): Labor Day, MEA Friday, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr Day, Presidents' Day, First day of Spring Recess (Wednesday), Memorial Day

## RESOLUTION

### Duluth Principals' Association



**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Duluth Principals' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period August 1, 2025 to July 31, 2027, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**DULUTH, MINNESOTA**

**and**

**DULUTH PRINCIPALS' ASSOCIATION**

**EFFECTIVE DATES**

**August 1, 2025**

**to**

**July 31, 2027**

**AGREEMENT  
Between  
Duluth Principals' Association**

**and**

**Independent School District No. 709  
St. Louis County, Minnesota**

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## AGREEMENT

Between

**Duluth Principals' Association**

and

**Independent School District No. 709  
St. Louis County, Minnesota**

This Agreement, by and between the Duluth Principals' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

Definitions:

Subd. 1. "Principal" shall mean a principal or assistant principal appropriately licensed.

Subd. 2. "Interim" principal refers to an individual who temporarily assumes the role and responsibilities of a principal or assistant principal during a transitional period.

Subd. 3. "Seniority" shall mean employment under a as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave.

Subd. 4. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals.

### ARTICLE I Recognition

The School District formally recognizes the Duluth Principals' Association as the exclusive bargaining representative for the appropriate unit, including all Principals, Principals on Special Assignment, and Assistant Principals who are required to be licensed by the State Department of Education and who are public employees within the meaning of Minnesota Statute 179.06, Subd. 2, excluding Superintendents, Assistant Superintendents, district-wide administrators, supervisory employees who are not required to be licensed, confidential employees, and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

### ARTICLE II School District And Association Rights

**Section 2.1 - School District Rights - Inherent Managerial Rights.** The exclusive representatives recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such as areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel.

**Section 2.2 - Job Advertisement.** When a vacancy exists for which no member on layoff has full rights or when a new Principal or Assistant Principal position is created, the District shall communicate in writing the existence of such vacancy or new position to the Principals' Association. A vacancy is defined as a position or opening, which occurs following Board action. All Principal or Assistant Principal positions shall be posted with a minimum qualification being Minnesota Principal

Licensure. Such shall be done in order to allow Principals' Association members the opportunity to express interest in and/or apply for vacancies within the unit. The District shall interview all Principals' Association members interested in a vacancy. The District will make all reasonable attempts to fill all positions with licensed candidates.

Any newly created administrative positions determined to be within the appropriate bargaining unit will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position and the number of contract weeks to be worked within ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and determine the number of weeks and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

**Section 2.3 - Validity Or Conformity To Law Clause.** If any provision of this Agreement is or shall at any time be contrary to law or affirmative action, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

**Section 2.4 - Savings Clause.** In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

**Section 2.5 - Association Dues.** In the event the Association finds it necessary to make an assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or their representative as designated by the Association President. The withholding of such assessment shall be limited to not more than two (2) such withholdings per each contract year.

**Section 2.6 - Matters Not Covered.** This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

**Section 2.7 - Probation.** Upon initial appointment to the Principals' Association, there shall be a one (1) year probationary period for individuals having teacher tenure in the District. Upon promotion from an Assistant Principal to a Principal, there shall be a one (1) year probationary period for individuals having tenure in the District. In the event that such member on probationary status is determined to not meet District probationary standards for continued employment in their new role, that person shall have the right to return to their previous position within the unit or to an equivalent position to the one held prior to the probationary assignment with seniority and status that reflects all previous District employment.

Those unit members new to the District and on probationary status may be terminated pursuant to state statutes i.e. (122A.41).

To ensure success, the District will support any probationary principal or assistant principal by providing a mentor by a current DPA member. Both parties would be compensated based on Section 3.9. Mentorship will continue until tenure status is achieved/probationary period has ended. Appointments will be made in collaboration between district leadership and the DPA Executive Board when the position is hired. Mentoring guidelines will be mutually agreed upon by the District and the Association based on the needs/experiences of the probationary principal.

**Section 2.8 - Professional Development.** The parties recognize that professional growth and development is a continuing obligation of members of the District's administrative team. Members shall avail themselves of professional growth opportunities for improving leadership skills.

Funds shall be provided to pay the costs of attendance at national, regional, or local conventions, workshops, clinics or other professional meetings or for professional organizations membership. All expenditures must be pre-approved by the Superintendent or their designee.

Yearly allowance shall be \$1500.00 to be made available for allowable expenses for each member. The allowance is provided to cover approved expenses for conferences, workshops, expenses for continuing education and coursework, cost of relicensure and/or re-certification, and any other approved professional activity. In addition, the District will pay up to \$1200 per year for the following yearly dues: MASSP, MESPA, NESPA, or NASSP and BOSA dues. A member may carry forward for one (1) year to the next, any or all of the allowance that remains unused at the end of the contract year. The

maximum individual allowance available including carry over shall not exceed \$7000. In addition, the District will pay \$3500 per year for two years for up to two (2) principals to attend that Minnesota Leaders Principals Academy upon approval.<sup>541</sup>

Professional development funds remaining when a member leaves the unit (resignation or retirement) will be distributed equally among DPA members at the beginning of the following school year.

**Section 2.9 – Cell Phone Allowance.** The School District shall provide the Employee with a Cellular Phone Allowance. The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.

### **ARTICLE III** **Terms And Regulations Of Employment**

**Section 3.1 - Definition of the Work Year.** The School District in collaboration with the DPA shall establish the calendar and duty days for each school year and the employee shall perform services on such days as determined by the school district. The duty days for employees under this agreement shall be according to the duty days listed for each level in Appendix A.

The basic assignment for weeks worked before or after the student school year shall normally be in the members' assigned building.

Weeks worked beyond the student school year shall be distributed with at least two (2) weeks being worked immediately before and one (1) week after the student school year in the member's assigned building, except that Elementary Assistant Principals will work at least one (1) week before and one (1) week after the student school year in the assigned building.

One of the contracted weeks in Appendix A, is to be flexible and used by the principal as needed. The District reserves the right to schedule up to three professional development days for principals within the two weeks prior to the return of the teaching staff.

Up to five (5) work days in each contract year may be assigned by the Superintendent and/or their designee for professional development activities outside the member's building or for participation in District-wide initiatives. These five (5) days are in addition to regular meetings and normal on-going in-services that may occur during the student school year. An individual member and the Superintendent shall agree to the distribution of such days.

In the event teachers may be required to perform duties on other days or days in lieu of scheduled school days as provided in the official school calendar due to emergencies including energy conservation, members will also be required to adjust their annual work schedules accordingly without change in compensation. Strikes shall not be considered an emergency closing.

**Section 3.2 - Summer School Administrative Positions.** The School Board may create the position of summer school Coordinator(s) to plan, develop and coordinate District summer school programs. Availability of such position(s) shall be made known to unit members by e-mail and applications accepted in a timely manner.

The School Board may create the position of summer school principal(s), which will be assigned to buildings with summer school programming. These positions shall be made known to unit members by e-mail and posted through the regular process, with applications accepted in a timely manner. Summer School Principal assignments will be filled in a timely manner. If, by a mutually agreeable date, summer school principal positions remain unfilled by unit members, the School District may fill the positions with non-unit members. Pay for the summer school building assignments shall be on a pro-rata basis according to the class and step of the assigned member.

If, by a mutually agreeable date, summer school administrative positions remain unfilled by unit members, the School District may fill the positions with non-unit members.

The stipend for such planning, development and coordination shall be \$5,000.00. The services shall be considered part of the Principals normal work year.

**Section 3.3 - Adjustment In Work Year.** Members with the Superintendent's or Superintendent Designee's approval, may adjust their contract year in order to allow for time off during the normal contract year.

A member may receive pro-rata compensation or compensatory time (at the discretion of the Superintendent and/or designee) for services performed which goes beyond their contract year provided the Superintendent and/or designee gives written approval for such services to be performed before such services are initiated.

**Section 3.4 - Advancement Through The Salary Schedule.** Members covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year of service in the School District, except as otherwise provided in this Agreement.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated Principal position in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of their contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

**Section 3.5 - Placement On The Salary Schedule.** Placement on the salary schedule for members newly employed by the School District will be determined by agreement between the individual and the School District. The unit will be notified in writing of the salary placement.

Placement on the salary schedule for members who are changing positions within the bargaining unit shall be made on the salary schedule on no less than a year for year basis for Principal and/or Assistant Principal experience in the School District.

**Section 3.6 – Assigned Duties.** Principals serving at elementary schools with enrollment below a designated level may be assigned additional district-wide duties to meet the requirements of full-time employment. Such duties may include, but are not limited to, the management of federal programs and/or the coordination of extended learning programs district-wide. These assigned duties, along with the established parameters for determining such assignments (see Appendix C), will be reviewed and adjusted every three (3) years by the district administration in collaboration with the Duluth Principals Association (DPA). A review and adjustment of said duties and parameters will occur sooner than the three (3) years if significant changes in district boundaries or programming occur.

**Section 3.7 – Transfers/Change of Assignment.** Should an involuntary transfer or change of assignment become necessary, the Principals' Association member and the Association shall be notified and be given reason in writing for such transfer by July 1, preceding the school year in which the transfer will occur. A copy of the description for the position into which the Principal will be transferred will accompany the notices.

Should a vacancy occur and an involuntary transfer become necessary between July 1, and August 1, the Superintendent of Schools may transfer up to three (3) members of the Principals' Association to fill such vacancies and subsequent vacancies at his discretion. Since it is in the best interest of the Principals' Association and of the School District all transfers will be made in a timely manner. Transfers may occur at any time during the school year with the agreement of both the member and the Superintendent. Demotions governed by Minnesota Statutes 122.41, Subd. 6 shall not be considered transfers.

**Section 3.8 – Salaries.** The salaries of the members covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Members who begin their service in a position within the Principals' Association on or after February 3 of the school year will receive no increment the following year.

**Section 3.9 – 403(b) Matching Contribution Plan.** The District shall contribute to a 403(b) tax-sheltered annuity on behalf of each full-time Principal. The District's contribution shall be a dollar-for-dollar match of the Principal's own voluntary contribution, up to a maximum annual District contribution of one thousand, five hundred (\$1,500) dollars.

This matching contribution is made pursuant to the provisions of Minnesota Statute §356.24. The Principal must establish a 403(b) account with one of the District's approved vendors and complete a Salary Reduction Agreement form to receive the match. The District shall have no liability for the investment performance of the plan.

**Section 3.10 – Additional Assistance:** The District may request additional assistance from Duluth Principals' Association members. Areas of assistance may include mentorship, administrative professional development, administrative intern supervision, District leadership activities, action research or other activities. Any additional services will be arranged by mutual consent of the Duluth Principals' Association, the impacted Principal or Assistant Principal and the District. The member shall receive pro-rata compensation for services performed provided the Superintendent or the Superintendent's designee gives written approval for such services to be performed.

### **Section 3.11 – Establishment of a Seniority List & Bumping Progression**

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Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principal's bargaining unit by February 1.

Subd. 2. All principals will have a seniority date of the K-12 principal's list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list to discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 4. In the event the principals have been hired on the same date, the date of the board action will be a tie breaker. Those with the longest service in administration will retain existing administrative positions for which they are certified.

Subd. 5. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time positions involving continuous service.

Subd. 6. Bumping Progression

- High School Principal-Least Senior High School Principal-Least Senior Middle/Residential/ Alternative Principal-Least Senior Elementary-Least Senior High School Assistant Principal- Least Senior Middle School Assistant Principal-Least Senior Elementary Assistant Principal

Subd. 7. If an individual is left without an administrative assignment they shall be given the option of becoming a classroom teacher in a position for which they are certified. The new assignment will be made in accordance with Minnesota Statutes 122A.41 and 123A.19.

**Section 3.12 - Tort/Liability Protection.** The School District agrees, subject to the provisions of state statute that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against the member in their individual capacity, or in their official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of their employment and acting in good faith.

**Section 3.13 – Absence Outside Building:** When a Principal or Assistant Principal is absent from the building or placed in another assignment for longer than five (5) consecutive days, one of the following will take place after discussion between the District and the remaining Principal(s) or Assistant Principal(s) to fill the position after the fifth (5<sup>th</sup>) day.

- A. A qualified substitute will be appointed to fill in; or
- B. The remaining Principal(s) or Assistant Principal(s) in the building will receive pro-rata compensation for the additional hours worked due to the member absence; or
- C. The District will pay for an alternative position such as Assertive Disciplinarian or Administrative Intern to assist with the additional duties required.

An exception may occur if an Assistant Principal or Principal is not anticipated to be off work for longer than five (5) consecutive days, but the extent of the absence is longer than five (5) days.

**Section 3.14 – Filling Mid-Year Vacancies:** Positions that become open during the school year may be:

- A. Posted and filled with a permanent replacement; or
- B. Posted as interim and filled with an interim replacement; or
- C. Posted and filled with an Administrative Intern.

## **ARTICLE IV** **Leaves Of Absence**

### **Section 4.1 - Leaves Of Absence Without Pay.**

- A. Leaves of absence without pay shall be granted upon written application to the Executive Director of Human Resources for the following reasons:
  1. **Military leaves** of absence shall be granted to any member who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
  2. **Parental Leave.** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the member requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the member must request the parental leave in writing to the Executive Director of Human Resources at least two (2) months in advance of the commencement of the

leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and members would have lost their position, pursuant to the layoff provisions of this Agreement, had member not been on parental leave, then the member is not entitled to reinstatement in the member's former position and, in such circumstances, the member shall retain all rights under the layoff and re-employment provisions of this Agreement as if the member had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the member is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the member is eligible under this Section.

Members may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. **Family and Medical Leave Act.** Members shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.
  4. **Study Leave.** Leaves of absence shall be granted, with the approval of the Superintendent and/or designee, for a full time program of study related to the member's licensed field. Application for such leave is to be made by April 1 for the following school year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full school year, provided application is made by April 1 for the following school year. The number of such leaves shall be not more than two (2) members in any one (1) school year. To qualify for such leave, a member must have three (3) years' experience with the School District, and a member cannot repeat such leave within a three (3) year period.
  5. **Medical Leave** of absence up to two (2) years shall be granted while a member is unable to perform the regular duties of their employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
  6. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.
- B. Upon termination of their leave of absence and return to the school system, the member shall be placed at the same position on the salary schedule as they would have been had they been employed in the School District during such period if the leave was granted for any of the following purposes:
1. **Military Leave** provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
  2. **Medical And Parental Leave** of absence less than eighty (80) working days in any school year;
  3. **Exchange** administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries;
  4. Federal, foreign or military education programs.
- C. Any member on leave of absence may, if they so elect, remain in the School District's hospitalization group, provided they pays all premiums quarterly in advance to the School District.

**Section 4.2 - Personal Leave Day.** Members will be granted three (3) personal days each year. Each personal leave day will be available to the unit member at their discretion under the following guidelines:

1. A written request shall be submitted to the Superintendent or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the member will assume the responsibility in such an emergency of notifying the Superintendent or immediate supervisor at the earliest possible time.
3. Personal leave days shall not be charged against accumulated sick leave. If coverage is necessary, it will be provided from within the Principals' Association.
4. A personal leave day shall not be taken during the first or last two (2) weeks of the school year. If emergency situations occur during these time periods personal leave shall be granted.
5. A member may accumulate two (2) unused personal leave days; however, no more than two unused personal leave days may be carried over from any one school year to the next school year.
6. Personal leave days remaining at the end of the contract year beyond the two (2)-day carryover limit, will be transferred to the member's sick leave balance, with each excess personal day becoming one (1) sick leave day.

**Section 4.3** - Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in their former position and salary classification upon the return to the District of the Principal

on leave. If no position is available, Section 3.10 Subd. 6 and Subd. 7 would be utilized. This provision shall also apply to leaves with pay. 545

If an interim position is filled by a current DPA member and, at the mutual agreement of that principal and Superintendent or designee, that member will remain in the role after the interim term. The position does not need to be advertised and the status of interim will be removed. If an interim position is filled by someone who was not currently a DPA member the position would need to be advertised through the process laid out in Article 2, Section 2.2 for the permanent position.

**Section 4.4 - Leaves Of Absence With Pay.**

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Members may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or their designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.

C. **Sick Leave**

- 1. **Yearly Allowance.** Sick leave shall be allocated based on work weeks as follows:

Weeks Worked	Sick Day Allocation	Sick Hours Allocation
42	11.05	88.42
43	11.32	90.53
44	11.58	92.63
46	12.11	96.84
47	12.37	98.95

**Cumulative Plan.** Unused sick leave shall accumulate to a maximum of two hundred ten (210) days.

- 2. Holidays which occur during absence on account of personal illness, death in family or family leave shall be compensated for and shall not be deducted from sick leave.
- 3. **Sick Leave Bank.** For purposes of considering the establishment of a sick leave bank, a committee of three (3) members of the Association appointed by the President plus three (3) members appointed by the Superintendent, including the Executive Director of Human Resources, shall develop rules and regulations governing such a sick leave bank to be approved by the Association membership.

All employees in the principals' bargaining unit working under contract half time (1/2) or more, shall be members of the sick leave bank and shall contribute days pursuant to below and may use days pursuant to the Sick Leave Rules and Regulations.

At such point that the bank becomes less than a total of thirty (30) days, the process of deducting one (1) day shall be repeated from each member of the bargaining unit having more than five (5) days of accumulated leave remaining.

Each June principals will have the ability to donate sick days voluntarily to the bank.

An employee is eligible to use the sick leave bank following the exhaustion of yearly and accumulative sick leave credited to their personal account and prior to the date they begin receiving benefits under the long-term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they begin receiving benefits under the long-term disability insurance program or any time thereafter for any one illness or injury. The employee shall not be eligible for the sick leave bank if they refuse to apply for long-term disability benefits within thirty (30) days of receiving the forms from the District.

The total maximum number of days that may be withdrawn by any employee from the sick leave bank shall be ninety (90) days. Principals who have borrowed days from the sick leave bank will repay days from their yearly allowance at the beginning of each school year until all days have been repaid.

The maximum required repayment shall be five (5) days per year.

Any employee that retires with more than 180 sick days will donate the remaining days to the sick bank. Any employee that separates from the School District and does not qualify for the Health Care Savings Plan will 546 donate their sick days to the sick bank.

**D. Death In Family Leave**

1. Full pay for absence not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
2. A member may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
3. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of an employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew and when legal or financial responsibility or obligation has been determined. This shall also apply to foster relationships of the above listed categories.

**E. Jury Duty**

1. The Principal will receive their regular contractual salary while on jury duty.

**F. School-Related Injuries:** A member who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of an assault, leave without loss of pay shall be granted until such time as LTD or worker's compensation becomes effective. Leave granted due to injury as a result of assault shall not be deducted from the member's accumulated sick leave.

**G. Family Leave**

1. Eligible members under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the member, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent.
2. "**Family**" shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, mother-in-law, father-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
3. In addition to the above, members who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the member's dependent child in accordance with Minnesota Statute §181.9413 (2013).

**Section 4.5 – Mid-Career Leaves.** A Mid-Career leave of absence may be granted when approved by the Superintendent and School Board on the condition that it meets the requirements of Policy #4130. Rights of reinstatement is also guided by policy .

**Section 4.6 – Unrequested Leave of Absence.**

**A. Placement on Unrequested Leave of Absence**

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation the provisions of Minnesota Statute 122A.41, as amended shall apply.

Subd. 2. Tenured principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list. Employees on probation, as defined in Section 2.7 will not be eligible for unrequested leave of absence.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unit as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

**B. Reinstatement**

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. The list shall be updated every October 1<sup>st</sup>, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. Principals may not assert a seniority right into a promotional position. The principal's right to reinstatement shall terminate if they principal fails to file with the board by April 1 of any year, a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of the notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teacher or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of two (2) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

**ARTICLE V**  
**Insurance**

**Section 5.1** - The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

**Section 5.2** - The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement.

**Section 5.3 - Group Term Life Insurance.** Group term life insurance in the face amount of \$100,000.00 will be provided for each employee in the Unit at no cost to the employee. Optional supplemental group life and A, D & D benefits equal to the maximum provided by the carrier and dependent life insurance, will be made available at the employee's cost as soon after the execution of this contract as is possible or readily transactable, whichever is later, provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those members, whether within or without the bargaining unit, who would be eligible for the administrators' group life insurance presently in effect in the School District.

**Section 5.4 – Dental.** The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration, may be selected.

Election of options only may be selected within the first thirty (30) days of employment or during the annual open enrollment period.

**Section 5.5** - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, such benefits shall, on the same basis and in the same manner be increased, decreased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long term disability insurance, liability insurance, earned medical plans (only as it pertains to the content of Article 8), dental, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

**ARTICLE VI**  
**Travel**

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. **In-District-Travel.** For Principals authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. **Out-of-District Travel.** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy.

Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or their delegated representative. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of members or the role of the exclusive representative of members in the meeting and negotiation process.

**ARTICLE VII**  
**Grievance Procedure And Arbitration**

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

**Section 7.1 – Definitions.**

- A. A **"grievance"** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
- B. The **"aggrieved employee"** is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication or misinterpretation of the terms of this Agreement.
- C. The term **"days"** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday the next calendar day which is not a Saturday, Sunday or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

**Section 7.2 - Representation Rights.** The aggrieved employee reserves the right to be represented by a representative of their choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be their designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express their views at all steps of this grievance procedure.

**Section 7.3 – Procedure.** (Step I) The aggrieved employee shall present their grievance in writing to the Superintendent of Schools and the President of the Principals' Association within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Superintendent or their designee shall set a hearing date within ten (10) days of the filing of the grievance with the Superintendent and notify the aggrieved employee, his/ her designated representative and the Association. A

decision in writing by the Superintendent or their designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association. 549

**Section 7.4 – Arbitration.** The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or their designee or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. Their written decision shall state the facts and Articles of the Agreement on which their decision relies, shall include their conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they have authority to determine whether any of the provisions of this Agreement are unlawful. The Association and School District may present any evidence or testimony or raise any issues before the arbitrator, whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator and of any copies of a written transcript of the proceedings it shall request from the arbitrator and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

**Section 7.5 - Miscellaneous Provisions.**

- A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or their designee may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.
- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or their designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
- C. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final, except at the arbitration level, where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
- D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
- E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Superintendent or their designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Superintendent of Schools shall first authorize hearings at Step I during working hours.
- G. For purposes of Minnesota Statutes 572.15(a), the arbitrator's decision shall be delivered by certified mail to the representatives of the employer and the union.
- H. All filings, service, appeals, and other communications may be made electronically, by e-mail.

**ARTICLE VIII**  
**Health Care Savings Plan (HCSP)**

**Section 8.1** - To be eligible to receive the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS), a Principal or Assistant Principal (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District or 5 years of service as a member of the Duluth Principals Association.

**Section 8.2** - Employees shall be granted sick leave in accordance with Article IV, Section 4.4 of the Principals' contract. Up to one hundred eighty (180) days of accumulated sick leave may be used for HCSP purposes.

**Section 8.3** - The daily rate of pay (DRP) shall be the basic daily rate of pay, including longevity, plus performance pay at the time of separation (retirement or resignation) and does not include additional compensation for extra-curricular, extended employment or other additional compensation.

**Section 8.4 - Determination Of the First HCSP amount.** Up to one hundred (100) days of accumulated sick leave multiplied by the daily rate of pay at the time of retirement shall be contributed to the HCSP at the time of separation. The dollar amount for unused sick leave beyond one hundred (100) days as calculated according to Section 8.5 shall also be contributed to the HCSP at the time of separation.

**Section 8.5 - Calculation Of Employee's second HCSP amount.** Each employee shall be credited one (1) day for each year of service to the District. This total will be multiplied using the multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement or resignation. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Section 8.4. This total will be multiplied by the employee's daily rate of pay at the time of separation and discounted by 3.5 percent. The discounted amount will be credited to the employee's HCSP.

**Formula Multiplier Chart**  
**(Accumulated Sick Leave Days = Formula Days)**

<u>Formula Days</u>	<u>Multiplier</u>
171-180	3.38
0-170	2.50

1. The dollar amount for unused sick leave beyond one hundred (100) days will be discounted by 3.5%

**EXAMPLE:**

Years of Service	30.00
x 3.38	3.38
= Subtotal	101.40
+ Unused Sick Leave	180.00
= Total Days	281.40
x Daily Rate of Pay	\$ 300.00
= Total Value of (HCSP)	\$ 84,420.00
- First 100 Days	(\$ 30,000.00)
= Remainder	\$ 54,420.00
- Discount	(\$ 1,904.70)
= Amount to MSRS	\$ 52,515.30

**Section 8.6** - Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or resignation.

**Section 8.7** - The employee must give written notice of separation to Human Resources prior to April 1 if not returning for the following school year, or three (3) months prior to separation if separating during the school year, except in cases involving serious illness or other justifiable cause, an employee may separate after such time limits with the approval of the Superintendent and may receive benefits under the HCSP.

**ARTICLE IX**  
**Paydays and Payroll Deduction Provisions**

**Section 10.1 – Paydays.** All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. (Approximately every six years, there will be 27 pay periods, as a result an Employees pay will be adjusted accordingly.)

Effective July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

**Section 10.2 - Method Of Payment.** The employer may pay employees in the bargaining unit by depositing in such banks within the School District as the employer shall designate the net salary or wages owed to such employees in an account to be provided for each employee. Employees not desiring to do their banking with such banks as designated by the School District shall be permitted to withdraw such salary or wage payments from such banks without charge to the employee.

**Section 10.3 - Paydays** for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar, shall begin on the first payday following at least one (1) week's work for the School District.

**10.4- Special Provisions.**

- A. United Way deductions shall be at a minimum of \$10.00 and in regular payments of not less than \$1.00 per month.
- B. All insurance premiums shall be paid in advance of the month in which they are due.
- C. Harbor Pointe Credit Union deductions shall be in multiples of \$5.00 and may be altered not more than twice a year.
- D. Tax sheltered annuity changes will be allowed at any time during the year.

**ARTICLE X**  
**Personnel Files**

**Section 11.1 -** A member shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices or the local school office relating to the individual member as provided by Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any such material.

**Section 11.2 -** Identification or written authorization shall be required before access is given to any file.

**Section 11.3 -** All evaluations of a member shall be reviewed with the member by the immediate supervisor prior to filing. The member shall be requested to sign the evaluation to indicate that they has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each member so evaluated shall be informed.

**Section 11.4 -** Official grievances filed by any member the grievance procedure shall not be placed in the personnel file of the member, nor shall such a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

**Section 11.5 -** All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

**Section 11.6 -** A member shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the Principal's signature.

**Section 11.7 -** Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name and reason for inspection.

**ARTICLE XI**  
**No Strike Clause**

The Duluth Principals' Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a member covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a member required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Members, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial five (5) working days of a strike or work stoppage. Such leave time shall be made up beyond the member's regular contract year, e.g. a forty (40) week member may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond their regular forty (40) week contract period. Should additional time, as determined by the Superintendent be necessary which exceeds the member's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

**ARTICLE XII**

**Term Of Agreement**

**Section 13.1** - This Agreement shall be effective August 1, 2025, except as otherwise provided herein, and the term of this Agreement shall be from August 1, 2025 to July 31, 2027, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

**Section 13.2** - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2027, both parties shall present their proposals for changes in the agreement and commence negotiations for a new agreement.

**Section 13.3** - This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota.

DULUTH PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 709

By:  \_\_\_\_\_  
President

By:  \_\_\_\_\_  
Chair of the School Board

By:  \_\_\_\_\_  
Negotiations Chairperson

By:  \_\_\_\_\_  
Clerk of the School Board

**APPENDIX A**

<b>2025-2026 SALARY GRID</b>										
<b>Position</b>	<b>Contract Weeks</b>	<b>Contract Days</b>	<b>Duty Days</b>	<b>Class</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Elementary Assistants</b>	42	210	194	I	Annual	\$102,500	\$105,625	\$108,909	\$112,300	\$116,042
					Monthly	\$8,541	\$8,802	\$9,075	\$9,358	\$9,670
<b>Middle School Assistants</b>	43	215	199	II	Annual	\$110,517	\$114,188	\$117,859	\$120,862	\$124,606
					Monthly	\$9,210	\$9,516	\$9,822	\$10,072	\$10,384
<b>Senior High Assistants</b>	43	215	199	III	Annual	\$110,962	\$114,521	\$118,192	\$121,641	\$125,384
					Monthly	\$9,247	\$9,544	\$9,849	\$10,137	\$10,449
<b>Elementary Principals</b>	44	220	203	IV	Annual	\$119,811	\$123,683	\$127,441	\$131,314	\$135,057
					Monthly	\$9,985	\$10,307	\$10,620	\$10,943	\$11,255
<b>Middle School Principals</b>	46	230	213	V	Annual	\$128,542	\$132,833	\$137,063	\$141,236	\$144,980
					Monthly	\$10,712	\$11,069	\$11,422	\$11,770	\$12,082
<b>Residential Principals</b>	46	230	213	V	Annual	\$128,542	\$132,833	\$137,063	\$141,236	\$144,980
					Monthly	\$10,712	\$11,069	\$11,422	\$11,770	\$12,082
<b>ALC/AEO Principals</b>	46	230	213	V	Annual	\$128,542	\$132,833	\$137,063	\$141,236	\$144,980
					Monthly	\$10,712	\$11,069	\$11,422	\$11,770	\$12,082
<b>Senior High Principals</b>	47	235	217	VI	Annual	\$137,795	\$142,363	\$146,933	\$151,441	\$155,185
					Monthly	\$11,483	\$11,863	\$12,245	\$12,620	\$12,932

Persons with more than the below noted years of continuous full time service with the Duluth Principal's Association shall receive an additional annual longevity payment, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

Years of Experience  
6-9  
10-13  
14-17  
18+

Annual Salary Addition  
\$1500  
\$2000  
\$2500  
\$3000

**APPENDIX A (Continued)**

2026-2027 SALARY GRID										
Position	Contract Weeks	Contract Days	Duty Days	Class		Step 1	Step 2	Step 3	Step 4	Step 5
Elementary Assistants	42	210	194	I	Annual	\$105,063	\$108,266	\$111,632	\$115,108	\$118,943
					Monthly	\$8,755	\$9,022	\$9,303	\$9,592	\$9,912
Middle School Assistants	43	215	199	II	Annual	\$113,279	\$117,043	\$120,805	\$123,883	\$127,721
					Monthly	\$9,440	\$9,754	\$10,067	\$10,324	\$10,643
Senior High Assistants	43	215	199	III	Annual	\$113,736	\$117,384	\$121,147	\$124,682	\$128,519
					Monthly	\$9,478	\$9,782	\$10,096	\$10,390	\$10,710
Elementary Principals	44	220	203	IV	Annual	\$122,807	\$126,775	\$130,627	\$134,597	\$138,434
					Monthly	\$10,234	\$10,565	\$10,886	\$11,216	\$11,536
Middle School Principals	46	230	213	V	Annual	\$131,756	\$136,154	\$140,490	\$144,767	\$148,605
					Monthly	\$10,980	\$11,346	\$11,707	\$12,064	\$12,384
Residential Principals	46	230	213	V	Annual	\$131,756	\$131,951	\$140,490	\$144,767	\$148,605
					Monthly	\$10,980	\$10,996	\$11,707	\$12,064	\$12,384
ALC/AEO Principals	46	230	213	V	Annual	\$131,756	\$131,951	\$140,490	\$144,767	\$148,605
					Monthly	\$10,980	\$10,996	\$11,707	\$12,064	\$12,384
Senior High Principals	47	235	217	VI	Annual	\$141,240	\$145,922	\$150,606	\$155,248	\$159,065
					Monthly	\$11,770	\$12,160	\$12,551	\$12,937	\$13,255

Persons with more than the below noted years of continuous full time service with the Duluth Principal's Association shall receive an additional annual longevity payment, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.

Years of Experience

- 6-9
- 10-13
- 14-17
- 18+

Annual Salary Addition

- \$1500
- \$2000
- \$2500
- \$3000

Salaries are determined by multiplying one's weeks of work per year by the weekly salary indicated on the appropriate step of the salary schedules unless otherwise provided herein. 556

- II. Elementary Principals assigned to supervise more than one building shall receive a stipend of \$35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

All Assistant Principals assigned to more than one building shall receive a stipend of \$35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend will be in addition to the regular scheduled pay. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

Principals with a PhD are entitled to an annual stipend of \$500.

**APPENDIX B**

**Meet And Confer**

When it is in the interest of either the District or the Principals' Association to discuss alternative employee benefits the meet and confer process will be utilized to resolve such issues.

**Additional Duties**

**Scoring Rubric for Assigning District-Wide Duties to Elementary Principals**

This rubric outlines the criteria and a scoring system for assigning additional district-wide duties to elementary school principals whose school enrollment falls below a designated level, as per the established contract language. The scoring aims to provide a standardized and transparent method for evaluating the need for such assignments.

**I. Eligibility of Assignment**

Elementary school principals whose school enrollment is below **300**.

**II. Criteria for Determining Assignments (Parameters) and Scoring**

Each criterion below will be scored on a scale of 1 to 3.

- 1) Enrollment Numbers:
  - a) Criterion: School enrollment figures compared to the designated threshold.
  - b) Scoring:
    - i) 1: Enrollment is significantly below the designated level. (less than 250)
    - ii) 2: Enrollment is moderately below the designated level. (250-275)
    - iii) 3: Enrollment is slightly below the designated level. (275-300)
  - c) Assessment: Based on specific enrollment data for the principal's school.
- 2) Special Education (SPED) Percentages:
  - a) Criterion: The percentage of students identified for Special Education services within the principal's school.
  - b) Scoring:
    - i) 1: SPED percentage is below the district average or established benchmarks, suggesting less intensive SPED-related workload.
    - ii) 2: SPED percentage is near the district average or established benchmarks, indicating a typical SPED-related workload. (within 10%)
    - iii) 3: SPED percentage is significantly above the district average or established benchmarks, suggesting a more intensive SPED-related workload. (above 10%)
  - c) Assessment: Based on current SPED enrollment data for the principal's school.
- 3) Free and Reduced Lunch (FRL) Percentages:
  - a) Criterion: The percentage of students eligible for Free and Reduced Lunch programs within the principal's school.
  - b) Scoring:
    - i) 1: FRL percentage is below the district average or established benchmarks, suggesting fewer socio-economic support needs.
    - ii) 2: FRL percentage is near the district average or established benchmarks, indicating typical socio-economic support needs. (within 10%)
    - iii) 3: FRL percentage is significantly above the district average or established benchmarks, suggesting more intensive socio-economic support needs, which might reduce capacity for additional duties. (greater than 10%)
  - c) Assessment: Based on current FRL eligibility data for the principal's school.

**III. Overall Scoring and Decision-Making**

**Total Score:** Sum of scores from Enrollment, SPED Percentages, and FRL Percentages (Minimum 3, Maximum 9).

- **Decision Guidance:**
  - **Scores 7-9 (Low Need for Additional District Duties):** Principal's current school responsibilities are very demanding, indicating minimal capacity for additional district-wide duties.
  - **Scores 5-6 (Moderate Need for Additional District Duties):** Principal's current school responsibilities are moderately demanding, indicating some capacity for additional district-wide duties. The specific duties should be carefully considered to complement existing workload without overextending.
  - **Scores 3-4 (High Need for Additional District Duties):** Principal's current school responsibilities are less demanding, indicating significant capacity for substantial additional district-wide duties.