

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, July 19, 2016

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
 - A. Financial Report 4
 - B. Approval of Payment of Claims
This item is attached as an "extra".
 - C. Budget Revisions 29
 - D. Wire Transfers 31
 - E. Investment Transactions 32
 - F. APU Projections
APU Projections will resume in October.
 - G. Fundraisers 33
2. **Bids, R.F.P.s and Quotes Reports**
 - A. Bids
 - B. R.F.P.s
 - C. Quotes
3. **Policies and Regulations**
 - A. New Policy 708 - Transportation of Nonpublic School Students 34
Attached is MSBA model policy 708 - Transportation of Nonpublic School Students for the second reading. There is no corresponding current policy that correlates with this new policy.

Recommendation: It is recommended that the Duluth School Board approve Policy 708 for the second reading.
 - B. New Policy 711- Video Recording on School Buses 37
Attached is MSBA model policy 711 - Video Recording on School Buses for the second reading. There is no corresponding current policy that correlates with this new policy.

Recommendation: It is recommended that the Duluth School Board approve Policy 711 for the second reading.
4. **Contracts, Change Orders, and Leases**
 - A. Contracts

- 1) Fueleducation 39
 Attached is a contract with Fueleducation for online educational products and services in the amount of \$30,000.00 for the period August 13, 2016 through August 31, 2017.

Recommendation: It is recommended that the Duluth school Board approve the contract with the Fueleducation.

- 2) Workers' Compensation and Property/Liability Insurance Policies and Premium Designation 41
 Representatives from Marsh and McLennan Companies attended the Business Committee meeting to present results of their work.

Recommendation: It is recommended that the Duluth Public School Board approve the Workers Compensation and Property/Liability and Insurance Policies and Premium Designation as presented and discussed at the Business Committee meeting, including the additional umbrella liability coverage at an approximate cost of \$2,400/year. It is also recommended that we renew the existing cyber liability coverage with Beazley.

B. Change Orders

- 1) Change Order related to Facilities Project -Bid #1245 43
 Window Replacement/Masonry Project, Change Order #1 – TL Construction – Contractor training and certification for lead renovation, and coordinate and attend test window demolition resulting in an increase of \$3,573.57.

Recommendation: It is recommended the School Board approve the change order as listed above related to Bid #1245 - Window Replacement/Masonry Project at Myers-Wilkins Elementary School adding \$3,573.57 to the previously awarded base bid for a new contract total of \$847,573.57.

- 2) Change Order related to Facilities Project Bid #1247 47
 Denfeld High School CTE Addition, Change Order #1 Johnson Wilson Constructors – 1) Additional excavation and project coordination to relocate the main fiber connection to the school; 2) additional excavation and fill on the east side of the addition; 3) revise underground plumbing layout to utilize existing abandoned sanitary sewer line; and 4) change contract time to account for excessive weather resulting in an increase of \$21,525.86.

Recommendation: It is recommended the School Board approve the change order as listed above related to – Bid #1247 – Denfeld High School CTE Addition adding \$21,525.86 to the previously awarded base bid for a new contract total of \$660,525.86.

C. Leases

- 1) Northwood Children's Services - Merritt Creek Academy 62
 Attached is a lease from Northwood Children's Services for Merritt

Creek Academy. This three year agreement will have an annual cost of \$98,860.

Recommendation: It is recommended that the Duluth School Board approve this three year lease agreement with Northwood Children’s Services in the annual amount of \$98,860. The School Board also authorizes the CFO/Executive Director of Business Services to sign and process all necessary documents.

5. Resolutions

- A. B-7-16-3383- Acceptance of Donations to Duluth Public Schools. 71

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-16-3383.

- B. B-7-16-3384 - Authorized Bank Account Signer 72

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-16-3384.

- C. B-7-16-3385 - Resolution Authorizing The Execution And Delivery Of An Amendment To Installment Purchase Contract And A Supplement To Declaration Of Trust And Approving The Issuance, Sale And Delivery Of \$82,605,000 Full Term Refunding Certificates Of Participation, Series 2016A 73

Recommendation: It is recommended that the Duluth School Board approve Resolution B-7-16-3385.

- D. PLACEHOLDER - Sale of Property

6. Informational - These items are provided for informational purposes only and no action is required.

- A. Expenditure Contracts 83

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of June 2016.

- B. Revenue Contracts - None

- C. Other Contracts - None

- D. Change Orders Signed-None

- E. Facilities Management & Capital Project Status Report 121

- F. Broadcasting the Committee Meetings

Administration presented options and technical information as the Board considers the possibility of broadcasting committee meetings.

7. Future Items

- A. Policy Updates

- B. Levy Certification

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 05/31/16

	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Dental	Student Activities
	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Cash and investments	4/30/2016 \$ 64,918,767	\$ 1,157,606	\$ (3,782,445)	\$ 2,238,544	\$ (706,621)	\$ 3,193,657	\$ 39,774,338	\$ 1,620,981	\$ 276,118	\$ 1,263,827
Receivables (increase)/decrease -	7,533,808	4	7,591	(42,851)	-	-	-	-	18,971	-
Payables increase/(decrease) -	(197,697)	1,458	60,099	57,421	13,444	(34,855)	-	-	-	-
Revenues increase/(decrease) -	8,502,554	213,359	434,718	234,507	237,209	248	184,614	93	55,284	-
Expenditures (increase)/decrease -	(8,840,634)	(312,013)	(568,497)	(617,056)	(110,432)	(178,336)	(450)	-	(64,752)	-
Cash and investments	5/31/2016 \$ 71,916,799	\$ 1,060,414	\$ (3,848,534)	\$ 1,870,564	\$ (566,400)	\$ 2,980,715	\$ 39,958,502	\$ 1,621,074	\$ 285,621	\$ 1,263,827

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-T-O-D-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
Lewy	\$0	\$0	\$0	\$0	\$0	\$0	\$30,681	\$30,681	
Interest	2	(20)	22	462	68	394	79	64	
Tuition, Fees, Admissions	161	176	(15)	2,822	2,659	163	4,072	4,081	
Other Local Revenues	227	308	(81)	2,087	2,527	(440)	1,601	1,775	
State Sources	7,793	7,948	(155)	78,687	77,690	997	86,959	86,488	
Federal Aids from MDE	230	204	26	5,140	6,135	(995)	8,700	9,446	
Federal Direct Aids	-	-	0	2,262	854	1,408	2,877	2,878	
Local Sales	108	7	101	1,751	1,295	456	1,747	1,752	
Sale of Bonds or Loans	-	-	0	-	47,782	(47,782)	0	0	
Total Revenues	8,521	8,623	(102)	93,211	139,010	(45,799)	136,716	137,165	
Expenditures									
Salaries	5,120	4,975	(145)	48,966	48,112	(854)	61,064	61,825	
Benefits	2,211	2,167	(44)	21,799	21,448	(351)	29,832	29,827	
Purchased Services	964	796	(168)	10,272	10,120	(152)	13,406	13,838	
Supplies & Materials	352	267	(85)	4,000	4,416	416	5,314	6,294	
Chargebacks	0	-	(0)	0	-	(0)	55	71	
Capital Expenditures	186	102	(84)	6,537	5,547	(990)	9,491	9,324	
Debt Service	0	12	12	22,783	21,360	(1,423)	20,930	22,789	
Other	7	5	(2)	207	239	32	1,237	799	
Total Expenditures	8,841	8,324	(517)	114,565	111,242	(3,323)	141,329	144,765	
Transfers In (Out)	0	0	0	0	0	0	0	0	
Operating Excess (Deficit)	(319)	\$299	(618)	(21,353)	\$27,768	(49,121)	(\$4,613)	(\$7,600)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,661	\$9,661	
Interest	2	1	93.7	12	82	(85.2)	55	40	
Tuition, Fees, Admissions	24	38	(37.9)	881	729	20.9	1,898	1,907	
Other Local Revenues	83	201	(58.5)	824	1,315	(37.3)	305	448	
State Sources	6,992	7,157	(2.3)	70,929	69,220	2.5	76,025	75,600	
Federal Aids from MDE	41	0	N/A	3,239	4,208	(23.0)	6,274	7,003	
Federal Direct Aids	0	0	N/A	68	(114)	159.3	135	136	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
Total Revenues	7,143	7,397	(3.4)	75,953	75,440	513	94,351	94,796	
Expenditures									
Salaries	4,508	4,402	(2.4)	43,287	42,622	(665)	54,200	54,986	
Benefits	1,873	1,840	(33)	18,338	18,171	(167)	26,025	25,999	
Purchased Services	439	370	(69)	5,432	5,369	(63)	7,249	7,411	
Supplies & Materials	143	80	(63)	1,592	1,353	(239)	1,654	2,498	
Chargebacks	(2)	(1)	1	(5)	(6)	(1)	(329)	(313)	
Capital Expenditures	20	23	3	153	621	468	331	419	
Debt Service	0	12	12	0	59	59	20	0	
Other	3	1	(2)	147	181	34	1,017	587	
Total Expenditures	6,985	6,727	(258)	68,944	68,370	(574)	90,168	91,587	
Transfers In (Out)	0	0	0	(4,183)	(6,347)	0	(4,183)	(4,183)	
Operating Excess (Deficit)	\$157	\$670	(513)	\$2,826	\$723	\$2,103	(\$0)	(\$975)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			%
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,174	\$9,174	
Interest	2	1	93.7	12	82	(85.2)	55	40	
Tuition, Fees, Admissions	16	0	N/A	587	461	27.4	1,480	1,480	
Other Local Revenues	25	36	(31.1)	322	551	(41.6)	305	239	
State Sources	6,992	7,148	(2.2)	70,022	68,475	1.547	64,985	64,084	
Federal Aids from MDE	0	0	N/A	0	1	(100.0)	0	0	
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
Total Revenues	7,036	7,185	(2.1)	70,943	69,570	1,373	75,999	75,018	2.0
Expenditures									
Salaries	3,700	3,648	(1.4)	35,985	35,179	(806)	44,336	44,352	
Benefits	1,528	1,535	0.5	14,633	13,785	(848)	20,751	20,451	
Purchased Services	347	315	(32)	4,703	4,722	19	6,356	6,159	
Supplies & Materials	113	62	(51)	1,221	1,019	(202)	1,211	1,771	
Chargebacks	(26)	(1)	(34)	(34)	(31)	3	(1,361)	(1,373)	
Capital Expenditures	5	23	18	109	362	253	250	281	
Debt Service	0	12	12	0	59	59	20	-	
Other	0	0	(0)	99	91	(8)	251	(71)	
Total Expenditures	5,668	5,594	(74)	56,717	55,186	(1,531)	71,815	71,569	(2.8)
Transfers In (Out)	0	0	0	(4,183)	(6,347)	0	(4,183)	(4,183)	0.0
Operating Excess (Deficit)	\$1,368	\$1,591	(223)	\$10,043	\$8,037	\$2,006	(\$0)	(\$735)	25.0

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
Lewy	\$0	\$0	\$0	\$0	\$0	\$0	\$487	\$487
Interest	0	0	0	0	0	0	0	0
Tuition, Fees, Admissions	7	38	(31)	294	268	26	418	427
Other Local Revenues	59	165	(106)	503	764	(261)	0	209
State Sources	0	9	(9)	907	745	162	11,040	11,516
Federal Aids from MDE	41	0	41	3,239	4,207	(968)	6,274	7,003
Federal Direct Aids	0	0	0	68	(114)	182	135	136
Local Sales	0	0	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	0	0
Total Revenues	107	212	(105)	5,010	5,870	(860)	18,353	19,778
Expenditures								
Salaries	808	754	(54)	7,302	7,443	141	9,863	10,634
Benefits	345	305	(40)	3,705	4,386	681	5,274	5,548
Purchased Services	92	55	(37)	728	647	(81)	893	1,253
Supplies & Materials	30	18	(12)	370	334	(36)	443	727
Chargebacks	24	0	(24)	29	25	(4)	1,032	1,060
Capital Expenditures	14	0	(14)	44	259	215	81	138
Debt Service	0	0	0	0	0	0	0	0
Other	3	1	(2)	48	90	42	766	658
Total Expenditures	1,317	1,133	(184)	12,227	13,184	957	18,353	20,018
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	(\$1,210)	(921)	(289)	(\$7,217)	(\$7,314)	\$97	(\$0)	(\$240)

May 16

Food Service Fund

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	\$0	\$0
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	9	5	83.7	14	14
State Sources	19	11	73.2	175	193	(9.4)	156	156
Federal Aids from MDE	188	204	(7.6)	1,819	1,910	(4.8)	2,264	2,280
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	5	7	(22.6)	1,008	929	79	1,206	1,206
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	213	222	(3.9)	3,011	3,037	(26)	3,640	3,655
<u>Expenditures</u>								
Salaries	111	106	(5.2)	1,011	958	(53)	1,155	1,155
Benefits	41	43	4.4	386	360	(26)	429	429
Purchased Services	9	6	(46.5)	54	49	(5)	115	115
Supplies & Materials	150	148	(1.1)	1,558	1,595	37	1,990	2,028
Chargebacks	0	0	N/A	1	1	0	158	158
Capital Expenditures	0	4	100.0	76	141	65	34	73
Debt Service	0	0	N/A	0	0	0	0	0
Other	1	0	(1)	15	14	(1)	20	20
Total Expenditures	312	307	(1.6)	3,101	3,118	17	3,902	3,978
Transfers In (Out)	0	0	N/A	0	0	0	0	0
Operating Excess (Deficit)	(\$99)	(\$85)	(16.1)	(\$90)	(\$81)	(\$9)	(\$262)	(\$323)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE				ANNUAL BUDGET			
	\$		\$							
	FY2016	FY2015	Variance	%	FY2016	FY2015	Variance	%	Adopted	Revised
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$963	\$963
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	137	138	(1)	(0.5)	1,636	1,560	76	4.9	1,586	1,586
Other Local Revenues	71	0	71	N/A	209	160	49	30.7	78	109
State Sources	26	97	(71)	(73.0)	2,022	1,813	209	11.5	2,003	2,006
Federal Aids from MDE	0	0	0	N/A	82	17	65	383.7	162	163
Federal Direct Aids	0	0	0	N/A	1,222	(37)	1,259	3,403.9	1,773	1,773
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	235	235	(0)	(0.2)	5,172	3,513	1,659	47.2	6,564	6,599
Expenditures										
Salaries	313	287	(26)	(9.0)	2,892	2,716	(176)	(6.5)	3,570	3,570
Benefits	132	117	(15)	(12.4)	1,255	1,154	(101)	(8.7)	1,387	1,409
Purchased Services	112	173	61	35.1	1,021	977	(44)	(4.5)	1,242	1,266
Supplies & Materials	34	10	(24)	(242.0)	224	187	(37)	(19.6)	281	279
Chargebacks	2	1	(1)	(65.2)	3	4	1	17.3	224	224
Capital Expenditures	0	0	0	N/A	3	11	8	68.2	12	14
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	3	4	1	32.9	19	24	5	19.5	156	145
Total Expenditures	595	592	(3)	(0.5)	5,417	5,073	(344)	(6.8)	6,871	6,906
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	(\$361)	(\$357)	(\$4)	(1.0)	(\$245)	(\$1,560)	\$1,315	84.3	(\$307)	(\$307)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2016	FY2015	FY2016	FY2015	Adopted	Revised
	\$	\$	\$	\$	\$	\$
		Variance		Variance		
		%		%		
Lew	\$0	\$0	\$0	\$0	\$1,018	\$1,018
Interest	0	0	1	1	-	-
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	0	0	0	5	0	0
State Sources	0	0	168	168	168	168
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	0	0	169	174	1,187	1,187
				(5)		(2.6)
<u>Expenditures</u>						
Salaries	5	(0)	64	63	84	84
Benefits	2	0	21	22	26	26
Purchased Services	5	(1)	91	121	20	111
Supplies & Materials	0	(0)	59	12	33	82
Chargebacks	0	0	0	0	0	0
Capital Expenditures	166	(91)	2,543	1,150	5,068	4,925
Debt Service	0	0	0	0	0	0
Other	0	0	6	7	8	10
Total Expenditures	178	(92)	2,784	1,375	5,238	5,238
		(107.4)		(1,409)		(102.5)
Transfers In (Out)	0	0	0	0	0	0
Operating Excess (Deficit)	(\$178)	(\$86)	(\$2,614)	(\$1,201)	(\$4,051)	(\$4,051)
		(107.1)		(\$1,413)		(117.7)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	%	FY2016	FY2015	Variance	%		
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$18,010	\$18,010
Interest	0	(21)	21	100.0	438	(21)	459	2,186.8	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	185	186	(1)	(0.7)	1,619	1,929	(310)	(16.1)	1,960	1,960
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	972	1,005	(33)	(3.3)	970	970
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	47,782	(47,782)	(100.0)	0	0
Total Revenues	185	165	20	11.9	3,029	50,695	(47,666)	(94.0)	20,940	20,940
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	(0)	N/A	22,783	21,301	(1,482)	(7.0)	20,910	22,789
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	(0)	N/A	22,783	21,301	(1,482)	(7.0)	20,910	22,789
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$184	\$165	\$19	11.6	(\$19,754)	\$29,394	(\$49,148)	(167.2)	\$29	(\$1,849)

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance		FY2016	FY2015	Variance			
Lewy	\$0	\$0		N/A	\$0	\$0		N/A	\$0	\$0
Interest	0	0	0	N/A	0	1	(1)	(59.4)	4	4
Tuition, Fees, Admissions	0	0	0	N/A	305	370	(65)	(17.6)	588	588
Other Local Revenues	0	0	0	N/A	116	98	18	17.9	229	229
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	441	338	103	30.4	542	542
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	862	807	55	6.8	1,362	1,362
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	379	229	(150)	(65.7)	805	805
Supplies & Materials	0	0	0	N/A	318	238	(80)	(33.6)	522	522
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	19	12	(7)	(62.3)	35	35
Total Expenditures	0	0	0	N/A	717	479	(238)	(49.7)	1,362	1,362
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$145	\$328	(\$183)	(55.9)	(\$0)	(\$0)

BALANCE SHEET

ASSETS	05/31/16	06/30/15	05/31/15	FUND BALANCES	05/31/16	06/30/15	05/31/15
Cash / Investments	\$71,917	\$76,099	\$73,848	Reserved for:			
Taxes & Credits Receivable	(3,853)	21,333	(4,712)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	457	258	64	Nonspendable Inventory	184	184	203
Due from Other Funds	0	403	0	Nonspendable Prepays	103	103	134
Due from Other MN Districts	0	1,222	0	Staff Development	103	103	108
Due From MDE	7,584	7,792	7,731	Teacher Dev & Eval	185	185	0
Due From Federal thru MDE	0	2,961	58	Basic skills	0	0	0
Due From Federal - Direct	0	2,086	0	Learning development	0	0	0
Due from Other Governments	0	130	0	Desegregation	0	0	0
Inventory	184	184	195	Gifted and Talented	0	0	0
Prepays	78	103	66	Pupil Transportation Safety	0	0	0
				ECFE	268	268	212
Total Assets	\$76,368	\$112,570	\$77,250	Community Education	534	534	350
				Community Services	254	254	220
				Operating Capital	0	0	0
LIABILITIES				Facilities	3,734	3,734	4,243
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ -	Alternative facilities	1,864	1,864	1,988
Accrued Interest Payable	0	0	0	Restricted Programs	46	46	67
Salaries Payable	1,070	13,859	798	Bond Refunding	47,259	47,259	0
Accounts Payable	42	1,335	57	Endowment	1,625	1,816	1,625
Due to Other Funds	0	403	0	Encumbrances	0	0	0
Due to Other MN Districts	0	71	0	Severance-Insurance Prem	0	0	3,698
Due to Other Governments	0	0	0	Area Learning Center	435	435	22
Claims Payable	316	170	173	Designated for:			
Deferred Revenue	10	450	699	Textbooks	837	837	795
Taxes Levied for Subsequent Yr.	33,795	33,795	31,730	Carryovers	155	155	169
Property tax shift	0	(0)	0	Operating Capital	0	0	0
				Referendum	0	0	0
Total Liabilities	\$35,234	\$50,083	\$33,457	Undesignated	(16,453)	4,710	29,959
				Total Fund Balance	\$41,134	\$62,487	\$43,793
				Liabilities & Fund Balance	\$76,368	\$112,570	\$77,250

BALANCE SHEET

ASSETS	05/31/16	06/30/15	05/31/15	FUND BALANCES		
				05/31/16	06/30/15	05/31/15
Cash / Investments	\$27,295	\$9,922	\$28,953	Reserved for:		
Taxes & Credits Receivable	(16,230)	8,955	(16,919)	\$0	\$0	\$0
Accounts / Interest Receivable	234	60	25	90	90	79
Due from Other Funds	0	208	0	94	94	128
Due from Other MN Districts	0	1,222	0	103	103	108
Due From MDE	7,182	7,221	7,365	185	185	0
Due From Federal thru MDE	0	2,711	0	0	0	0
Due From Federal - Direct	0	114	0	0	0	0
Due from Other Governments	0	130	0	0	0	0
Inventory	90	90	82	0	0	0
Prepays	78	94	66	0	0	0
Total Assets	\$18,648	\$30,728	\$19,572	435	435	22
LIABILITIES						
Tax and Aid Anticipation Payable	\$0	\$0	\$0	0	0	0
Accrued Interest Payable	0	0	0	0	0	0
Salaries & Benefits Payable	(540)	13,362	(691)	0	0	0
Accounts Payable	22	706	33	0	0	0
Due to Other Funds	0	121	0	0	0	0
Due to Other MN Districts	0	71	0	0	0	3,698
Due to Other Governments	0	0	0	0	0	0
Claims Payable	316	170	173	435	435	22
Deferred Revenue	9	283	134	0	0	0
Taxes Levied for Subsequent Yr.	11,120	11,120	10,254	155	155	169
Property tax shift	0	(0)	0	0	0	0
Total Liabilities	\$10,928	\$25,833	\$9,903	6,659	3,833	5,465
				\$7,721	\$4,895	\$9,669
Total Fund Balance						
Liabilities & Fund Balance				\$18,648	\$30,728	\$19,572

BALANCE SHEET

Duluth Public Schools - ISD #709
 May 16
 Food Service Fund

	05/31/16	06/30/15	05/31/15		05/31/16	06/30/15	05/31/15
ASSETS							
Cash / Investments	\$1,060	\$856	\$1,036	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	94	94	121
Accounts / Interest Receivable	5	6	1	Nonspendable Inventory	1	1	1
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	130	58	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	94	94	113	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,159</u>	<u>\$1,087</u>	<u>\$1,208</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	223	11	203	Alternative facilities	0	0	0
Accounts Payable	1	51	5	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:	0	0	0
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	840	930	878
Total Liabilities	<u>\$224</u>	<u>\$62</u>	<u>\$208</u>	Total Fund Balance	<u>\$935</u>	<u>\$1,025</u>	<u>\$1,000</u>
				Liabilities & Fund Balance	<u>\$1,159</u>	<u>\$1,087</u>	<u>\$1,208</u>

BALANCE SHEET

	ASSETS		FUND BALANCES		FUND BALANCES	
	05/31/16	06/30/15	05/31/16	06/30/15	05/31/15	05/31/15
Cash / Investments						
Taxes & Credits Receivable	0	0	\$0	\$0	\$0	\$0
Accounts / Interest Receivable	22	38	0	0	0	3
Due from Other Funds	0	0	2	2	0	0
Due from Other MN Districts	0	0	0	0	0	0
Due From MDE	31	31	0	0	0	0
Due From Federal thru MDE	0	0	0	0	0	0
Due From Federal - Direct	0	0	0	0	0	0
Due from Other Governments	0	0	0	0	0	0
Inventory	0	0	0	0	0	0
Prepays	0	2	0	0	0	0
Total Assets	(\$3,822)	(\$1,980)	(\$3,822)	(\$1,980)	(\$3,164)	(\$3,164)
LIABILITIES						
Tax and Aid Anticipation Payable	\$0	\$0	\$0	\$0	\$0	\$0
Accrued Interest Payable	0	0	0	0	0	0
Salaries Payable	507	19	477	477	0	0
Accounts Payable	13	97	3	3	0	0
Due to Other Funds	0	0	0	0	0	0
Due to Other MN Districts	0	0	0	0	0	0
Due to Other Governments	0	0	0	0	0	0
Claims Payable	0	0	0	0	0	0
Deferred Revenue	0	0	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	(4,344)	(2,098)	(3,623)	(3,623)
Property tax shift	0	0				
Total Liabilities	\$520	\$116	(\$4,342)	(\$2,096)	(\$3,620)	(\$3,620)
Liabilities & Fund Balance						
			(\$3,822)	(\$1,980)	(\$3,140)	(\$3,140)

BALANCE SHEET

	ASSETS	05/31/16	06/30/15	05/31/15	FUND BALANCES	05/31/16	06/30/15	05/31/15
Cash / Investments					Reserved for:			
Taxes & Credits Receivable		(\$566)	(\$1,241)	(\$2,016)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable		0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds		0	14	21	Nonspendable Prepaids	0	0	0
Due from Other MN Districts		0	0	0	Staff Development	0	0	0
Due From MDE		0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE		0	0	0	Basic skills	0	0	0
Due From Federal - Direct		0	0	0	Learning development	0	0	0
Due from Other Governments		0	0	0	Desegregation	0	0	0
Inventory		0	0	0	Gifted and Talented	0	0	0
Prepaids		0	0	0	Pupil Transportation Safety	0	0	0
					ECFE	0	0	0
Total Assets		<u>(\$566)</u>	<u>(\$1,227)</u>	<u>(\$1,995)</u>	Community Education	0	0	0
					Community Services	0	0	0
					Operating Capital	0	0	0
					Facilities	0	0	0
					Alternative facilities	0	0	0
					Restricted Programs	0	0	0
					Escrow Account	0	0	0
					Endowment	0	0	0
					Encumbrances	0	0	0
					Designated for:			
					Textbooks	837	837	795
					School Carryover	0	0	0
					Operating Capital	0	0	0
					Undesignated	(1,565)	(2,150)	(2,956)
					Total Fund Balance	<u>(\$728)</u>	<u>(\$1,313)</u>	<u>(\$2,161)</u>
					Liabilities & Fund Balance	<u>(\$566)</u>	<u>(\$1,227)</u>	<u>(\$1,995)</u>

BALANCE SHEET

ASSETS	05/31/16	06/30/15	05/31/15	FUND BALANCES	05/31/16	06/30/15	05/31/15
Cash / Investments	\$39,959	\$59,713	\$40,470	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	11,742	11,742	11,602	Severance	0	0	0
Accounts / Interest Receivable	128	128	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	212	212	196	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$52,040</u>	<u>\$71,794</u>	<u>\$52,268</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	47,259	47,259	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	518	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	21,535	21,535	20,446	Undesignated	(16,754)	3,000	31,304
Property tax shift	0	0	0	Total Fund Balance	<u>\$30,505</u>	<u>\$50,259</u>	<u>\$31,304</u>
Total Liabilities	<u>\$21,535</u>	<u>\$21,535</u>	<u>\$20,964</u>				
				Liabilities & Fund Balance	<u>\$52,040</u>	<u>\$71,794</u>	<u>\$52,268</u>

BALANCE SHEET

ASSETS	05/31/16	06/30/15	05/31/15	FUND BALANCES	05/31/16	06/30/15	05/31/15
Cash / Investments	\$1,621	\$1,616	\$1,610	Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	4	4	15	Nonspendable Inventory	0	0	0
Due from Other Funds	0	195	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,625	\$1,816	\$1,625	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	1,625	1,816	1,625
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	0	0	0
Property tax shift	0	0	0				
Total Liabilities	\$0	\$0	\$0	Total Fund Balance	\$1,625	\$1,816	\$1,625
				Liabilities & Fund Balance	\$1,625	\$1,816	\$1,625

BALANCE SHEET

ASSETS	05/31/16	06/30/15	05/31/15	FUND BALANCES	05/31/16	06/30/15	05/31/15
Cash / Investments	\$286	\$265	\$237	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	20	1	1	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$306	\$266	\$238	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	76	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	115	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	306	75	238
Property tax shift	0	0	0	Total Fund Balance	\$306	\$75	\$238
Total Liabilities	\$0	\$191	\$0				
				Liabilities & Fund Balance	\$306	\$266	\$238

BALANCE SHEET

ASSETS	05/31/16	06/30/15	05/31/15	FUND BALANCES	05/31/16	06/30/15	05/31/15
Cash / Investments	\$1,264	\$1,119	\$1,412	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,264	1,119	1,412
Property tax shift	0	0	0	Total Fund Balance	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 05/31/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
05/04/2016	V100499	MN DEPT OF REVENUE EFT	89.00
05/06/2016	V79764	DULUTH FEDERATION OF TEA	31,521.88
05/06/2016	V107231	DULUTH TEACHERS CREDIT	7,843.91
05/06/2016	V106637	EBC - FLEX EFT	11,845.66
05/06/2016	V106636	EBC - TSA EFT	79,133.31
05/06/2016	V79771	EDUCATION MN CLERICAL	1,362.56
05/06/2016	V102915	FEDERAL 941 PR TAXES	607,565.24
05/06/2016	V108066	MG TRUST	125,326.28
05/06/2016	V05173	MN CHILD SUPPORT EFT	2,517.61
05/06/2016	V102916	MN STATE PR TAXES	97,263.41
05/06/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	101,961.76
05/06/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	262,062.44
05/06/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,588,706.92
05/20/2016	V106466	CITISTREET FOR MSRS	36,041.88
05/20/2016	V79764	DULUTH FEDERATION OF TEA	31,475.46
05/20/2016	V107231	DULUTH TEACHERS CREDIT	7,793.91
05/20/2016	V106637	EBC - FLEX EFT	11,790.10
05/20/2016	V106636	EBC - TSA EFT	80,254.37
05/20/2016	V79771	EDUCATION MN CLERICAL	1,357.27
05/20/2016	V102915	FEDERAL 941 PR TAXES	616,652.44
05/20/2016	V108066	MG TRUST	125,484.65
05/20/2016	V05173	MN CHILD SUPPORT EFT	2,164.32
05/20/2016	V102916	MN STATE PR TAXES	99,080.01
05/20/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	103,581.66
05/20/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	264,132.22
05/20/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,613,334.31
05/27/2016	V06645	MEDICA HEALTH PLAN (EFT)	182,273.30
05/27/2016	V106638	PEIP - HLTH EFT	1,203,866.34
05/27/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	64,752.25
05/27/2016	V104923	HARRIS BANK	54,477.98
			7,415,712.45

**ISD 709 – Duluth Public Schools
GF Investment Activity for FY 2016
As of May 31, 2016**

Beginning Investment Balance (April 30, 2016): \$ **4,704,500.10**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
05/04	MN Trust Term Series	PMA	06/06/16	0.50%	\$ 2,000,000.00
05/31	TCM Bank, NA	MBS	11/30/16	0.55%	249,000.00

Total Purchases \$ **2,249,000.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
05/04	MN Trust Term Series	PMA	05/04/16	0.46%	\$ 1,000,000.00
05/13	Piper Jaffrey Govt Fund	Piper	N/A	0.22%	95,548.74

Total Maturities \$ **1,095,548.74**

Other items:

Add:	Money Market Funds Interest	\$	0.00
	Beginning Value Adjustment		0.00
	Other Interest/Cash Balance on Account (Reverse)		0.00

Deduct:	Transaction Fees/Other		472.89
	Market Value Adjustment		0.00

Total Other \$ **- 472.89**

Ending Investment Balance (May 31, 2016) \$ **5,857,478.47**

Note: Ending Investment Balance as of May 31, 2015 was \$ 5,101,780.00

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minn. Stat. §§ 123B.88 and 123B.92 when applicable. (Minn. Stat. § 123B.86, Subd. 1)
- B. Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (Minn. Stat. § 123B.88, Subd. 1; Minn. Stat. § 123B.86, Subd. 2(a))
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (Minn. Stat. § 123B.86, Subd. 2(b))
- D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (Minn. Stat. § 123B.44, Subd. 1)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other

matter relating thereto shall be within the sole discretion, control, and management of the school district. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)

- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

IV. SPECIAL EDUCATION/DISABLED STUDENTS

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (Minn. Stat. § 125A.18)
- B. Disabled students whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport disabled students on the basis of the handicapping condition and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)
- C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- D. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
 Minn. Stat. § 123B.84 (Policy)
 Minn. Stat. § 123B.86 (Equal Treatment)
 Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
 Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)
 Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
 Minn. Stat. Ch. 125A (Children With a Disability)
 Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
 Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
 Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
 Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
 Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
 Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
 Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
 Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
 Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 MSBA Service Manual, Chapter 2, Transportation

First Reading: 06-21-2016

Adopted: 07-19-2016 ISD709

711 VIDEO RECORDING ON SCHOOL BUSES

I. PURPOSE

The transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Student and employee misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording student passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to establish a school bus video recording system.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the school district shall **have the ability to** be equipped ~~with a fully enclosed box~~ for placement and operation of a video camera and **have** conspicuously placed signs notifying riders that their conversations or actions may be recorded.
2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted, and/or operated by the school district, but cameras may be rotated from bus to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B. Use of Video Recordings

1. A video recording of the actions of student passengers and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct on the bus.
2. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the rules and/or regulations promulgated thereunder.
3. Video recordings will be viewed by school district personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the school district.
4. A video recording will be retained by the school district until relooped or until the conclusion of disciplinary proceedings in which the video recording is used for evidence.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records, Administration)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASAModel Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)
MSBA Service Manual, Chapter 2, Transportation

First Reading: 06-21-2016

Adopted: 07-19-2016 ISD709



This Online Educational Products and Services Order (this "Order"), dated as of 6/9/2016 (the "Order Effective Date"), is between DULUTH PUBLIC SCHOOL DISTRICT, 215 N 1ST AVENUE E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.getfuelled.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

1. **Period:** 8/13/2016 through 8/31/2017 and is not eligible for a renewal period.
2. **Territory:** Students served by DULUTH PUBLIC SCHOOL DISTRICT, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price
Enhanced Enterprise License (Content, Hosting)	One-year access to FuelEd Online content for up to 700 students in the district as defined by the contract, with hosting included at no extra charge. Customer can select 40 courses from the FuelEd Online courses catalog to upload in PEAK inclusive of Extended Electives. License also includes access to the Lesson Builder, FuelEd Supplemental Lessons and Assessments and PEAK Library's Open Education Resources. For world languages, clients can select Middlebury courses that are available on PEAK Classroom, as well as FuelEd World Language Courses. Enterprise models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. We reserve the right to audit to ensure intended use for part- time / blended programs and alternative education populations.	\$30,000.00

Note: The prices quoted above may be pro-rated based on Customers start date. Any renewals will occur at the contracted price of the respective product or service.

4. Description of Educational Products.

FuelEd Online Courses: Each FuelEd course includes content as described in the course catalog. FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed at <http://www.getfuelled.com/required-materials>

5. Description of Services.

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.
Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice.

40

Services Billing Terms: Services shall be invoiced upon order. No refunds except as otherwise noted.

Enterprise License Billing Terms: Customer shall be invoiced upon order for the entire price of the Enterprise license. No refunds except as otherwise noted.

7. Termination of Previous Agreements

By executing this Agreement, the previous agreement (Contract #4337, effective 8/1/14 and Contract #Q-00001638, effective August 1, 2015) shall be terminated and in all respects replaced with this Agreement.

Premium Summary & Comparison

COVERAGE	2015 - 2016 (RIVERPORT & RAS) ANNUALIZED EXPIRING PREMIUMS	2016 - 2017 (RIVERPORT & RAS) INDICATION RENEWAL PREMIUMS	2016 - 2017 (LIBERTY & RAS) PROPOSED RENEWAL PREMIUMS
Property	\$201,243	\$211,122	\$206,224
General Liability/School Leaders Legal Liability	\$93,480	\$82,644	\$84,664
Crime	\$3,568	\$3,568	\$2,869
Inland Marine	\$17,000	\$17,989	\$11,392
Equipment Breakdown	Included	Included	Included
Automobile	\$44,516	\$45,852	\$35,536
Umbrella	\$24,414	\$24,570	\$11,189
Terrorism	Included	Included	\$12,653
Estimated Package Premium:	\$384,221	\$385,745	\$364,527
Workers' Compensation	\$647,674	\$663,329	\$663,329
TOTAL PREMIUM-ALL LINES	\$1,031,895	\$1,049,074	\$1,027,856

PROPOSAL CONDITIONS:

Riverport:

- Proposed premiums are an **indication only**. Riverport will not be able to provide a full quote until the end of July.
- Increased Value of Central High School to \$8,000,000 - \$3,850 Additional Premium

Liberty: Quote is contingent on the following conditions/subjectivities:

- Vacant/Under Utilized Property listed below. **Liberty is willing to provide 1 year of coverage:**
 - Central High School 800 East Central Entrance
 - Tech Ctr Upper Campus 730 East Central Entrance
 - Tech Ctr Main Campus 802 East Central Entrance
 - Nettleton Elementary School 108 East 6th Street
 - Rockridge Elementary School 4849 Ivanhoe Street
- Signed Statement of Values
- American Appraisal Services
- Risk Management Services – On-site Services, On-line SafetyNet, Risk Management Call Center.
- Recommend higher Crime Deductibles.
- Quote includes Non-Monetary Coverage for School Leaders Errors and Omission of \$100,000.
- Increased Fine Arts Coverage:
 - \$100,000 Limit - \$1,069 Premium
 - \$200,000 Limit - \$1,169 Premium

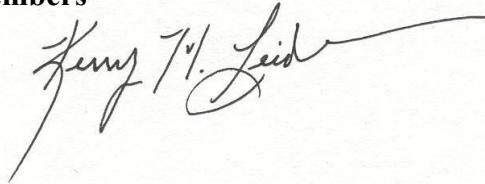
Marketing Results

CARRIER	COVERAGE	PREMIUM QUOTATION
Hanover	Package, Auto & Umbrella	Declined; Could not compete on price
Liberty	Package, Auto & Umbrella	\$364,527
Riverport	Package, Auto & Umbrella	\$385,745
Wright	Package, Auto & Umbrella	No response
Travelers	Property	Declined

Memorandum

**To: Bill Hanson
School Board Members**

From: Kerry M. Leider



Date: July 11, 2016

Re: Change Order related to Facilities Project Bid 1245

Item 4.B.1 Change Order related to Facilities Projects -Bid #1245 – Window Replacement/Masonry Project, Change Order #1 – TL Construction – Contractor training and certification for lead renovation, and coordinate and attend test window demolition resulting in an increase of \$3,573.57.

Recommendation: It is recommended the School Board approve the change order as listed above related to Bid #1245 - Window Replacement/Masonry Project at Myers-Wilkins Elementary School adding \$3,573.57 to the previously awarded base bid for a new contract total of \$847,573.57.

Attachment

Construction Change Directive

<p>PROJECT: <i>(Name and address)</i> Window Replacement and Masonry Restoration at Myers-Wilkins Elementary School 1027 North Eighth Avenue East Duluth, MN</p>	<p>DIRECTIVE NUMBER: 001 DATE: July 11, 2016</p>	<p>OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONSULTANT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/></p>
<p>TO CONTRACTOR: <i>(Name and address)</i> TL Construction 10196 Birch Road Floodwood, MN 55736</p>	<p>CONTRACT FOR: General Construction</p> <p>CONTRACT DATED: March 15, 2016 ARCHITECT'S PROJECT NUMBER: 213686.2</p>	

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Contractor training and certification for lead renovation, and coordinate and attend test window demolition. Conduct one test window demolition with a lead-based paint renovation certified subcontractor. The owner, owner's hazardous materials consultant, and Inspec in attendance to discuss the remaining window demolition based upon results. Cost break down attached \$ 3,573.57

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - Lump Sum increase of \$ 3,573.57
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-1997
 - As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is an increase of 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

INSPEC, INC
ARCHITECT *(Firm name)*
 5801 Duluth Street
 Minneapolis, MN 55422

ADDRESS

Duluth Public Schools
OWNER *(Firm name)*
 Independent School District 709
 215 North First Avenue East
 Duluth, MN 55422

ADDRESS

TL Construction
CONTRACTOR *(Firm name)*
 10196 Birch Road
 Floodwood, MN 55736

ADDRESS

BY *(Signature)*
 Pamela Jergenson, CCS, CCCA
(Typed name)

BY *(Signature)*

(Typed name)

BY *(Signature)*
 Rob DeFore
(Typed name)

DATE

DATE

DATE

Cost of Lead Renovator Training	\$195.00
EPA Register	300.00
Time 8hrs @70.00/hr	560.00

Test window	
Rob DeFore 6 hrs@ 70.00	420.00
Brock Swenson 6 hrs@70.00	420.00
Abatek(Attached bill)	1290.00

TL O & P	318.50
Bond Cost	70.07

Total Cost \$ 3,573.57



INVOICE
JUNE 21, 2016

46

To:
T L CONSTRUCTION

Property:
MYERS WILKINS SCHOOL
DULUTH MN

TEST REMOVAL OF 1 WINDOW USING LEAD SAFE WORK PRACTICES

T & M RATES 80.00 PER MAN HOURS

JULY 5TH 13 HOURS @ 80.00 = 1040.00

MOBLIZATION CHARGE 250.00

Please remit payments to- PO Box 362 Hibbing MN 55476

AMOUNT DUE 1290.00
DUE UPON RECIEPT

ANY QUESTIONS PLEASE CALL 929-2900

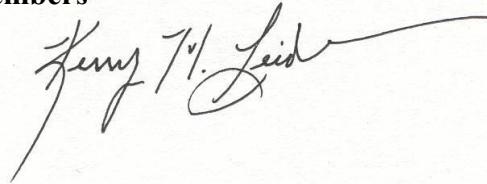
Thank you for the opportunity to bid this project

Matthew Cuffe

Memorandum

**To: Bill Hanson
School Board Members**

From: Kerry M. Leider



Date: July 11, 2016

Re: Change Order for Bid 1247 Denfeld High School CTE Addition

Item 4.B.2 – Bid #1247 – Denfeld High School CTE Addition, Change Order #1 – Johnson Wilson Constructors – 1) Additional excavation and project coordination to relocate the main fiber connection to the school; 2) additional excavation and fill on the east side of the addition; 3) revise underground plumbing layout to utilize existing abandoned sanitary sewer line; and 4) change contract time to account for excessive weather resulting in an increase of \$21,525.86.

Recommendation: It is recommended the School Board approve the change order as listed above related to – Bid #1247 – Denfeld High School CTE Addition adding \$21,525.86 to the previously awarded base bid for a new contract total of \$660,525.86.

Attachment

Change Order

PROJECT (Name and address):
 15-074 Denfeld High School - CTE
 Addition
 4405 West 4th Street, Duluth, MN
 55807

CHANGE ORDER NUMBER: 001
DATE: July 11, 2016

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
 Johnson Wilson Constructors, Inc.
 PO Box 16006
 4431 West Michigan Street
 Duluth, MN 55816

ARCHITECT'S PROJECT NUMBER: 15-074
CONTRACT DATE: March 11, 2016
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- | | |
|---|--------------------|
| 1. Time and labor related to additional excavation and project coordination to relocate unanticipated project interference of main fiber connection to the school. Includes coordination of electrician under separate contract. Change includes extension of substantial completion by five (5) working days. | \$ 2,134.46 |
| 2. Additional excavation and fill on the east side of the addition along Grid PP. Over excavation was required at Grid PP-44.4 due to poor soil conditions as directed by Braun-Interotec. Adjust depth of column pads at Grids PP-46.8 and PP-46.4 to align with existing footing elevation that was at lower than expected elevation. | \$19,391.40 |
| 3. Revise underground plumbing layout as shown in Proposal Request #1 to utilize existing abandoned sanitary sewer line. | No cost |
| 4. Change contract time to account for excessive weather related (rain) days. Add three (3) working days. | No cost |
| Change Order #1 Total | \$21,525.86 |

The original Contract Sum was
 The net change by previously authorized Change Orders
 The Contract Sum prior to this Change Order was
 The Contract Sum will be increased by this Change Order in the amount of
 The new Contract Sum including this Change Order will be

\$	639,000.00
\$	0.00
\$	639,000.00
\$	21,525.86
\$	660,525.86

The Contract Time will be increased by Eight (8) Calendar days.
 The date of Substantial Completion as of the date of this Change Order therefore is August 24, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Resources, Inc.
ARCHITECT (Firm name)
 126 East Superior Street, Duluth, MN
 55802
ADDRESS

Johnson Wilson Constructors, Inc.
CONTRACTOR (Firm name)
 PO Box 16006, 4431 West Michigan
 Street, Duluth, MN 55816
ADDRESS

Independent School District #709
OWNER (Firm name)
 215 North 1st Avenue East, Duluth, MN
 55802
ADDRESS

BY (Signature)
 Ryan Erspamer, Principal/Architect
 (Typed name)

BY (Signature)

 (Typed name)

BY (Signature)
 Annie Harala, School Board Chairperson
 (Typed name)

DATE

DATE

DATE

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May 6, 2016

Ryan Erspamer
Architectural Resources, Inc.
126 East Superior Street
Duluth, MN 55802

RE: Denfeld CTE Addition – Fiber Relocation Costs

Dear Mr. Erspamer,

The following costs are for performing the relocation of the existing fiber optic conduits.

JWC Coordination Total	\$ 867.24
Veit Excavation & Backfill Total	\$ 1,073.18
10% OH&P	\$ 192.38
TOTAL COST	\$ 2,134.46

Relocating the fiber optic conduits also delayed the project (5) working days which shall extend the Substantial Completion date accordingly.

Please review the attached cost detail and approve for change order.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



Ben Nickila



May 7, 2016

Ryan Erspamer
Architectural Resources, Inc.
126 East Superior Street
Duluth, MN 55802

RE: Denfeld CTE Addition – Footing Over-Excavation Proposal

Dear Mr. Erspamer,

The following costs are the result of the existing building footings having an actual lower elevation than the planned elevation. There were (3) concrete piers that were affected by this discovery. The northeast and east pier footings needed to be lowered six feet to match the existing building footing depth, and the subgrade below the southeast pier needed to be over-excavated to the native material.

<u>Item</u>	<u>Description</u>	<u>UOM</u>	<u>Unit Prices</u>	<u>Quantity</u>	<u>Total</u>
1	Mass Excavation	CY	\$17.50	352	\$6,160.00
2	Hand Excavation	CY	\$50.00	0	\$0.00
3	4000# Concrete	CY	\$112.00	3	\$336.00
4	Reinforcement Steel-In-Place	LB	\$1.54	490	\$754.60
5	Formwork In-Place	SF	\$8.40	102	\$856.80
6	Granular Fill	CY	\$27.00	352	\$9,504.00
				SUBTOTAL	\$17,611.40
				10% OH&P	\$1,780.00
				TOTAL	\$19,391.40

Please review the attached cost detail and approve for change order.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



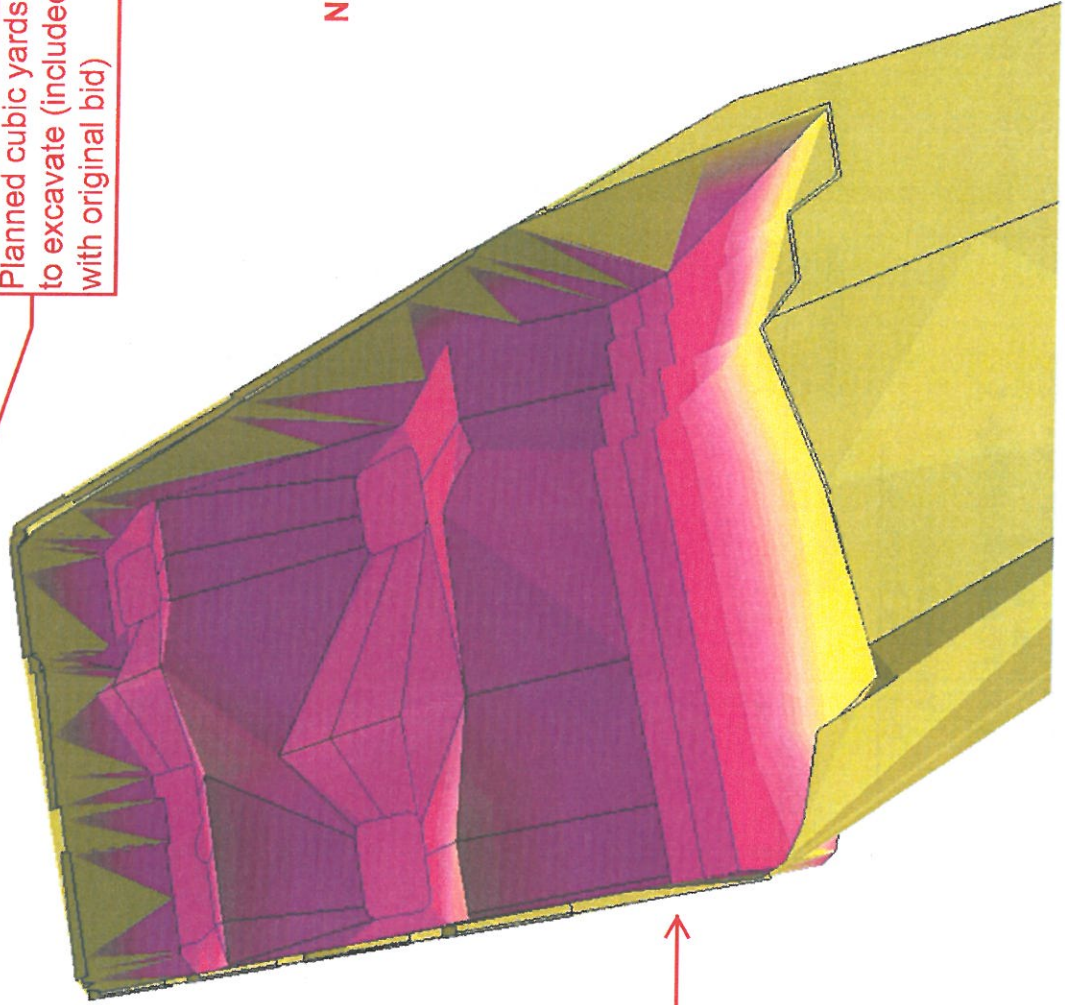
Ben Nickila

3D model of excavation based on *designed* footing depths with proper bank sloping.

Volume Report
 Design vs. Existing

Job Site	Total		Area		OnGrade		Volume		Comp/Ratio		Compact		Export Change	
	Cut	Fill	Fill	OnGrade	Cut	Fill	Cut	Fill	Fill	Cut	Fill	-Import	Per .1 Ft	
	2,788	2,766	6	16	825	0	1.00	1.00	825	0	825	0	10	

Planned cubic yards to excavate (included with original bid)



Location of new poured footing wall

3D model of excavation based on actual footing depths with proper bank sloping.

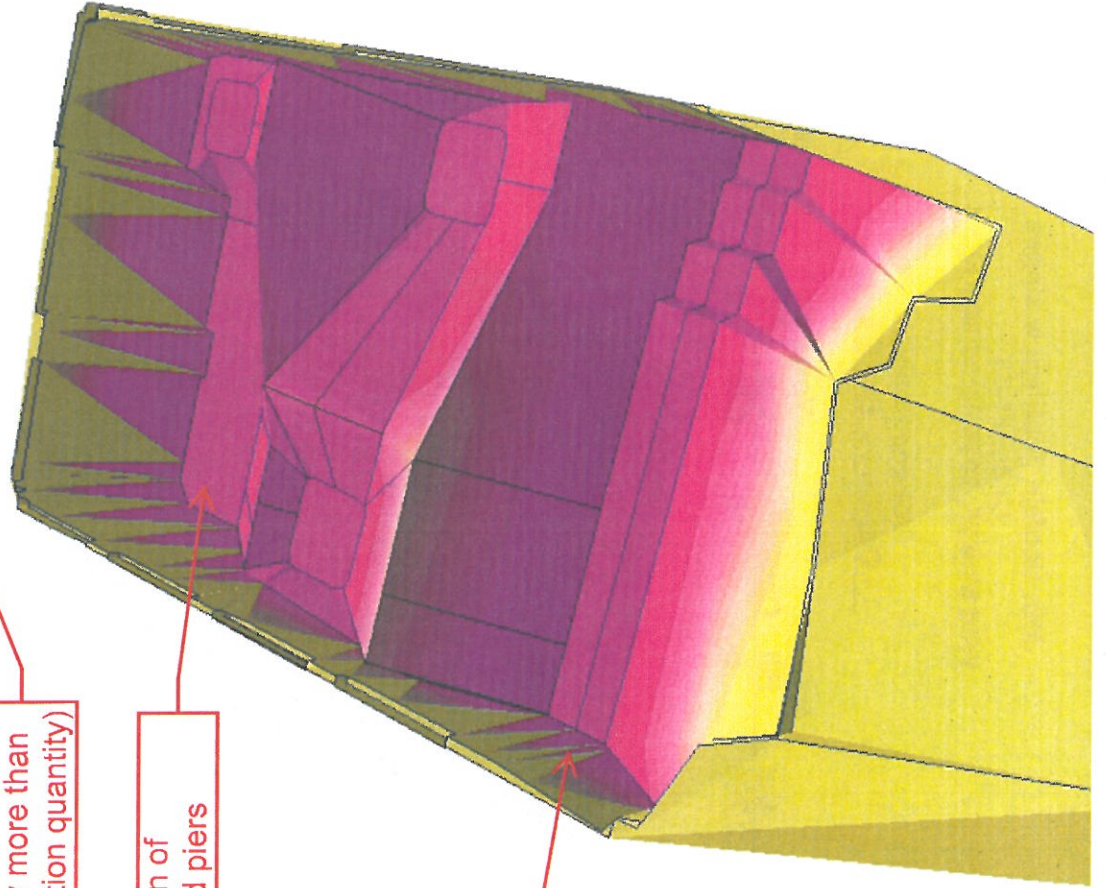
Volume Report
 Design vs. Existing

Job Site	Area		Volume		Comp/Ratio		Compact		Export Change	
	Cut	Fill	Cut	Fill	Cut	Fill	Cut	Fill	-Import	Per .1 Ft
	2,778	2,756	16	0	1.00	1.00	1,177	0	1,177	10

Actual cubic yards to excavate (352cy more than planned excavation quantity)

Location of affected piers

Location of new poured footing wall. Actual wall excavation remains unchanged from design.



Denfeld CTE Addition Footings OverEx Concrete Quantity Report

The figures below are a summary of the extra material needed to extend the height of the Northeast and East piers due to the actual existing building footing being below the planned excavation.

	Northeast Pier	East Pier
Designed Pier Height (ft)	8.33	7.67
Actual Pier Height (ft)	14	14
Pier Height Difference (ft)	5.67	6.33
Pier Size	2'x2'	2'x2.42'
Form Area per foot in height (sf)	8	8.84
Extra Form SF (based of difference above)	45.4	56.0
Extra Form Total Area	102sf	
Extra concrete	0.924	1.24818222
Extra Concrete Total	~ 3 cy	

	QTY
Extra #6 rebar in lbs (16ea x 15' x 1.502lbs/ft)	361 lbs
Extra #4 rebar ties in lbs (14ea)	129 lbs
Extra Rebar Total	490 lbs





May 23, 2016

Ryan Erspamer
Architectural Resources, Inc.
126 East Superior Street
Duluth, MN 55802

RE: Denfeld CTE Addition – Weather Delays

Dear Mr. Erspamer,

Due to the weather we have experienced so far during the project, there have (5) working days that have been directly affected by rain. The dates are as follows:

- 5/31/2016
- 6/3/2016
- 6/13/2016
- 6/14/2016
- 6/15/2016

These (5) total working days have impacted the schedule and shall be added to the Substantial Completion Date.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



Ben Nickila

July 11, 2016

Ryan Erspamer
Architectural Resources, Inc.
126 East Superior Street
Duluth, MN 55802

RE: Denfeld CTE Addition – Proposal Request #01

Dear Mr. Erspamer,

For the work described in PR #1, this will be a no cost change to perform the plumbing modifications.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



Ben Nickila


AIA[®] Document G709[™] – 2001
Work Changes Proposal Request

PROJECT *(Name and address):*
15-074 Denfeld High School - CTE
Addition
4405 West 4th Street, Duluth, MN
55807

PROPOSAL REQUEST NUMBER: 001

DATE OF ISSUANCE: May 23, 2016

OWNER:

ARCHITECT:

CONSULTANT:

CONTRACTOR:

FIELD:

OTHER:

OWNER *(Name and address):*
Independent School District #709
215 North 1st Avenue East
Duluth, MN 55802

CONTRACT FOR: General Construction

CONTRACT DATE: March 11, 2016

FROM ARCHITECT *(Name and address):*
Architectural Resources, Inc.
126 East Superior Street
Duluth, MN 55802

ARCHITECT'S PROJECT NUMBER: 15-074

TO CONTRACTOR *(Name and address):*

Johnson Wilson Constructors, Inc.
PO Box 16006
4431 West Michigan Street
Duluth, MN 55816

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero (0) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

Modify underground plumbing to utilize existing abandoned 6" sanitary line. Eliminate new wall penetrations. Patch existing foundation wall around sanitary line and patch waterproofing.

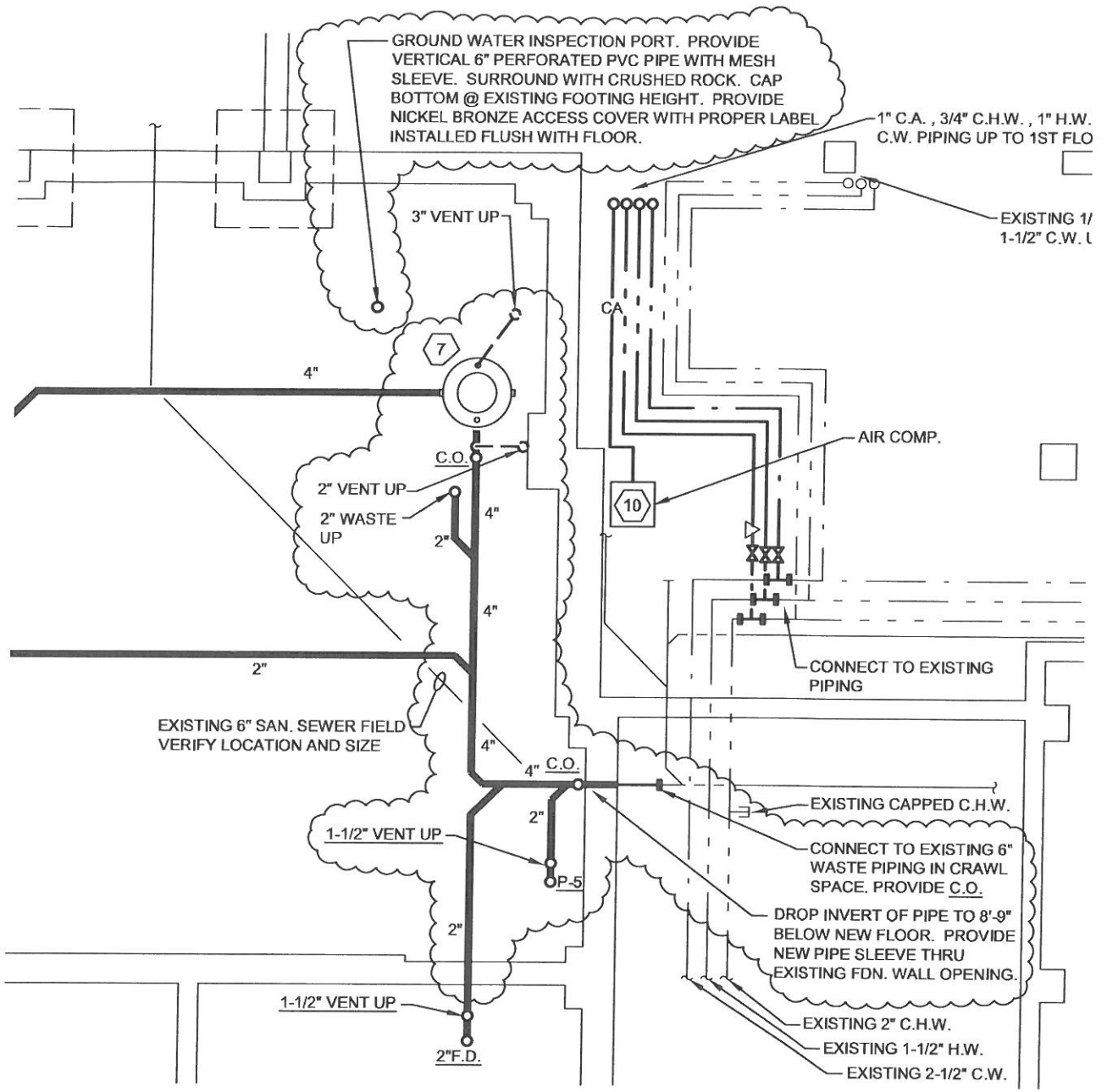
ATTACHMENTS *(List attached documents that support description):*

RM 1.1-2 Revised - Underground & Basement Plumbing Plan

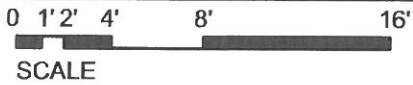
REQUESTED BY THE ARCHITECT:


(Signature)

Ryan Erspamer, Principal/Architect
(Printed name and title)



REVISED - UNDERGROUND & BASEMENT PLUMBING PLAN



PROJECT NAME:
DULUTH DENFELD H.S. CTE ADDITION

SHEET NUMBER:
RM 1.1-2

DATE:
20 MAY, 2016

PROJECT NUMBER
15-074

DRAWN BY:
SJF



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

THIS INDENTURE OF LEASE, effective the 1st day of July, 2016 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

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

A school building located at 4000 West 9th Street, designated as Merritt Creek Academy having a floor space of 24,995 square feet on approximately 60 acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Merritt Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2016, until the 1st day of July, 2019, with the following terms and conditions and covenants, to-wit:

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

For the years of the lease, commencing July 1, 2016, and ending June 30, 2019, the sum of Ninety eight thousand, eight hundred sixty and 00/100ths Dollars (\$98,860) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

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

Section 2. Use of Premises - continued.

regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.

liability insurance, in the amount of or greater than One Million Dollars (\$1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessee's operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

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

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

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

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

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

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 215 North First Avenue East, Duluth, Minnesota 55802 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children’s Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

NORTHWOOD CHILDREN’S SERVICES
Lessor

INDEPENDENT SCHOOL DISTRICT No. 709
Lessee

Will Norman, Board Chair Date

Annie Harala, Board Chairperson Date

Richard Wolleat, Date
President & Chief Executive Officer

Rosie Loeffler-Kemp, Clerk of the Board Date

SCHEDULE

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

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

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

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

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

3. Insurance. Parties shall secure and pay for insurance as follows:
- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
 - b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___ Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.
4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.
6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.
7. Notices. The parties agree that any notices under this lease shall be addressed as follows:
- Lessor: President & CEO
 Northwood Children's Services
 714 W. College Street
 Duluth, Minnesota 55811
- Lessee: Director of Business Services
 Independent School District No. 709
 215 North First Avenue East
 Duluth, Minnesota 55802

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 organizations.

SCHOOL	DONOR	AMOUNT	Restriction
Denfeld High	Rotary Club No 25 of Duluth	2,500.00	Speech
Denfeld High	David & Kelly Bolgrien	50.00	Robotics
Denfeld High	Target	1,100.00	General
Denfeld High	Dahlberg Law Office	75.00	Robotics
Denfeld High	Aaron Gelineau	20.00	Robotics
Denfeld High	Target	613.22	General
Denfeld High	Fred Friedman	500.00	Debate
Denfeld High	Irving Community Assn	1,000.00	Softball
East High	Edgewater resort	3,000.00	Robotics
East High	Martha Kragenbring	5,000.00	Robotics
East High	F. I. Salter	1,000.00	Robotics
East High	Centurylink Clarke M. Williams Foundation	500.00	Robotics
East High	MN Power Foundation	1,000.00	Robotics
East High	T.R. Martin	200.00	Robotics
East High	Wanda Rentz	200.00	Robotics
East High	Class of 1953 c/o Karen Storms	672.82	Senior Class
East High	Wallace & Marianne Goulet	250.00	Art Dept.
East High	St. Louis Co. Historical Society	200.00	Sterling Strings
East High	Maurices	1,250.00	None
Laura MacArthur	Your Cause Corporate Employee Giving Programs	10.00	None
Laura MacArthur	misc. community members	227.47	None
Laura MacArthur	BoxTops for Education General Mills	19.80	None
Laura MacArthur	Children's Discovery Museum	300.00	Bus for K field trip
Laura MacArthur	Target Take Charge of Education	184.01	None
Laura MacArthur	Miscellaneous community members	60.00	None
Laura MacArthur	United Health Foundation	500.00	Kellie Mulliner's class
Lester Park	Target	500.00	None
Lester Park	Wolf Ridge Trust Fund	258.00	Wolf Ridge
Homecroft	MN School Bus Operators Association	1,000.00	Outdoor Program
Homecroft	Lori Jackson	85.00	Field Trip
	TOTAL	22,275.32	

RESOLUTION

Authorized Bank Account Signer

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

<u>District Building</u>	<u>Banking Institution</u>	<u>Account Number</u>	<u>Addition of Authorized Signer</u>	<u>Removal of Authorized Signer</u>
Ordean East	DTCU	XXXX1	Irene Fridsma	Margaret Weber

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN
AMENDMENT TO INSTALLMENT PURCHASE CONTRACT AND A
SUPPLEMENT TO DECLARATION OF TRUST AND APPROVING THE
ISSUANCE, SALE AND DELIVERY OF \$82,605,000 FULL TERM
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2016A

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709, St. Louis County (Duluth), Minnesota (the “District”), as follows:

Section 1. Authority and Background.

A. Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

B. The District has approved a Long-Range Facilities Plan (the “Plan”) and the Commissioner of Education has approved the District’s borrowing of \$111,442,577 under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Original Contract, as hereinafter defined (the “Original Project”).

C. By Resolution No. B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Original Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

D. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Original Contract to finance the Original Project and the Commissioner authorized the Original Project and the levy.

E. The District selected U.S. Bank National Association, St. Paul, Minnesota (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the “Original Contract”), with the District regarding the acquisition, construction and equipping of the Original Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Original Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Original Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

F. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Contract and the Commissioner of Education approved the amendment to the Plan and the modification to the Original Project and has approved the

District's borrowing of an additional \$5,000,000 under the Act to finance the Original Project, as modified, and as described in the First Amendment to Contract, as hereinafter defined.

G. By Resolution No. B-9-10-2819 adopted September 13, 2010, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing full term certificates of participation in the installment payments under a supplement to the Original Declaration in the maximum principal amount of \$5,000,000.

H. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "First Amendment to Contract") to revise and restate the installment payments, modify the description of the Original Project and amend other related matters, such amendment shall modify the Original Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the "First Supplement to Declaration"), pursuant to which the Full Term Certificates of Participation, Series 2010C, in the installment payments under the Contract in the principal amount of \$5,000,000 (the "2010C Certificates") were executed and delivered by the Trustee.

I. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the Installment Payments under the Original Contract, as amended, to finance a portion of the costs of the acquisition and improvements to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

J. By Resolution No. B-4-12-3007 adopted April 24, 2012, as amended by Resolution No. B-6-12-3031 adopted June 11, 2012, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract, as amended, to provide additional funds to purchase real and personal property for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) which are a portion of the Project and issuing full term capital appreciation certificates of participation in the Installment Payments under a supplement to the Original Declaration, as supplemented.

K. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the "Second Amendment to Contract"), to revise and restate the Installment Payments, modify the description of the Original Project, as amended (the "Project"), and amend other matters, such amendment shall modify the Original Contract, as amended. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of June 1, 2012 (the "Second Supplement to Declaration"), pursuant to which Full Term Capital Appreciation Certificates of Participation, Series 2012A, in the Installment Payments under the Contract in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000.00 (the "2012A Certificates"), were executed and delivered by the Trustee.

L. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the additional installment payments under the Second Amendment to Contract to finance a portion of the Congdon Elementary and Grant Elementary

(now Myers-Wilkins Elementary), which is a portion of the Project, and the Commissioner authorized the modified Original Project and the levy.

M. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12, the District may, in order to reduce debt service costs, refinance its outstanding obligations through the issuance and sale of refunding certificates of participation. The School Board has determined that the District shall provide for the issuance of Full Term Refunding Certificates of Participation, Series 2016A (the “2016 Certificates”) to provide for the defeasance, payment and redemption of the 2008 Certificates maturing on and after February 1, 2017 (the “Refunded Certificates”). The Refunded Certificates maturing on and after February 1, 2020, are called for prepayment and redemption on February 1, 2019 (February 1, 2019 is herein referred to as the “Redemption Date”).

N. The Trustee, as vendor, and the District, as vendee, shall enter into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the “Third Amendment to Contract”) to revise and restate the installment payments and amend other related matters, such amendment shall modify the Original Contract, as amended (the Original Contract, as amended, and amended by the Third Amendment to Contract, is herein referred to as the “Contract”). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of August 1, 2016 (the “Third Supplement to Declaration”), pursuant to which the Full Term Refunding Certificates of Participation, Series 2016A, in the installment payments under the Contract in the principal amount of \$82,605,000 (the “2016 Certificates”) shall be executed and delivered by the Trustee (the Original Declaration, as supplemented, and as supplemented by the Third Supplement to Declaration is herein referred to as the “Declaration”).

O. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

- (1) the Third Amendment to Contract proposed to be made and entered into between the District and the Trustee;
- (2) the Third Supplement to Declaration proposed to be made and entered into between the District and the Trustee; and
- (3) the Escrow Agreement proposed to be made and entered into between the District and the Trustee (escrow agent), which provides for the payment of the principal and interest on the Refunded Certificates commencing on February 1, 2017, and continuing on each installment payment date through February 1, 2019, and the prepayment and redemption of the Refunded Certificates maturing on and after February 1, 2020, on the Redemption Date.

Section 2. A. PMA Securities, Inc., independent municipal advisor to the District, has been retained by the District to assist in the negotiated sale of the 2016 Certificates. The School Board has determined to proceed with the sale of the 2016 Certificates by direct negotiation to Northland Securities, Inc. of Minneapolis, Minnesota (“Northland”).

B. Northland has proposed and the pricing committee of the District has accepted Northland’s proposal to purchase the 2016 Certificates at a cash price of \$94,126,782.05, plus

accrued interest on the total principal amount from August 17, 2016, to the date of delivery and upon condition that the 2016 Certificates are payable at the times and on the terms set forth in the Contract and the Declaration. PMA Securities, Inc. has determined that the net present value savings of the refunding of the 2008 Certificates, calculated in accordance with Minnesota Statutes, Section 475.67, Subd. 12, is \$6,001,101.35, which exceeds the three percent savings test.

C. The 2016 Certificates to be issued shall mature on February 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2017	\$4,470,000	3.00%
2018	4,860,000	3.00%
2019	5,200,000	3.00%
2020	5,560,000	3.00%
2021	5,935,000	3.00%
2022	6,330,000	5.00%
2023	6,865,000	5.00%
2024	7,440,000	5.00%
2025	8,065,000	5.00%
2026	8,665,000	5.00%
2027	9,315,000	4.00%
2028	8,900,000	4.00%
2028	1,000,000	2.50%

D. Redemption. (i) The 2016 Certificates maturing in the years 2017 through 2026 shall not be subject to redemption and prepayment before maturity, but those maturing in the years 2027 and 2028 shall each be subject to redemption and prepayment at the option of the District on February 1, 2026, and on any date thereafter, in whole or in part, and if in part, at the option of the District and in such manner as the District shall determine at a price of par plus accrued interest to the date of redemption, as provided for in the Declaration.

(ii) In the event of damage to all or a portion of the Project and the District makes the certification and election at the times and in the manner set forth in the Contract, the 2016 Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

E. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2016 Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Third Amendment to Contract, the Third Supplement to Declaration and the Escrow Agreement;

B. The terms of the Third Amendment to Contract and the Third Supplement to Declaration are found to be advantageous to the District and are hereby approved; and

C. The Installment Payments under the Contract are absolute and unconditional as provided for in Article III of the Contract and are not subject to annual appropriation of the District.

D. Based upon information from PMA Securities, Inc., the proceeds of the 2016 Certificates and the funds available and appropriated to the escrow account in the Escrow Agreement will be sufficient, together with earnings on the investments on deposit in the escrow account in the Escrow Agreement, to pay the principal and interest on the Refunded Certificates commencing on February 1, 2017, and continuing on each installment payment date through February 1, 2019, and the prepayment and redemption of the Refunded Certificates maturing on and after February 1, 2020, on the Redemption Date.

Section 4. A. For the prompt and full payment of the installment payments under the Contract when due, there is hereby levied a direct, annual, ad valorem tax, as an additional levy pursuant to Minnesota Statutes, Section 126C.40, and other laws, upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on Exhibit A hereto.

B. The District maintains a Debt Service Fund on its books and records. A separate account was created within the Debt Service Fund and is designated as the "Installment Purchase Contract Account" (the "Contract Account"). The tax levies provided for in this Section 4 are hereby pledged to, and shall be used for no purpose other than, the payment of Installment Payments under the Contract; provided, however, that if any such Installment Payment shall become due when there is not sufficient money in the Contract Account, the Treasurer may pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes herein levied or appropriated.

C. Except as permitted by Minnesota Statutes, Section 475.61, Subd. 3, such tax levies shall be irrevocable as long as the Contract remains in effect.

Section 5. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Third Amendment to Contract, the Third Supplement to Declaration and the Escrow Agreement substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Third Amendment to Contract, the Third Supplement to Declaration and the Escrow Agreement by the Chair, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Third Amendment to Contract, the Third Supplement to Declaration and the Escrow Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2016 Certificates being

registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Third Amendment to Contract, the Third Supplement to Declaration and the Escrow Agreement, and the issuance, sale and delivery of the 2016 Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Contract and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Third Amendment to Contract, the Third Supplement to Declaration and the Escrow Agreement. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Contract and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Northland, or any holder of the 2016 Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, Northland, and any holder from time to time of the 2016 Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the Third Amendment to Contract, the Third Supplement to Declaration and the Escrow Agreement, and the 2016 Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2016 Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the

County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2016 Certificates herein authorized have been duly entered on his register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2016 Certificates, certified copies of all proceedings and records of the District relating to the 2016 Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax exemption and marketability of the 2016 Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including and heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein. The District officers are authorized and directed to pay or cause to be paid the costs of issuance for the 2016 Certificates.

Section 13. The School Board has covenanted and has obligated itself in Resolution No. B-6-16-3378 adopted June 21, 2016, to be bound by the provisions of Minnesota Statutes, Section 126C.55. The School Board hereby reaffirms such covenants and obligations.

Section 14. The District hereby authorizes the circulation of the final Official Statement in connection with the sale and delivery of the 2016 Certificates.

Section 15. Tax Covenants.

A. The District covenants and agrees with the holders of the 2016 Certificates that the District will (i) take all action on its part necessary to cause the interest on the 2016 Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the 2016 Certificates and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the 2016 Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the 2016 Certificates and investment earnings thereon on certain specified purposes.

B. No portion of the proceeds of the 2016 Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the 2016 Certificates were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Certificates or \$100,000. To this effect, any proceeds of the 2016 Certificates and any sums from time to time held in the Contract Revenue Fund or the Prepayment Fund by the Trustee (or any other District fund or account which will be used to pay principal and interest to become due on the 2016 Certificates) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations. In addition, the proceeds of the 2016 Certificates and money in the Contract Revenue Fund shall not be invested in obligations or

deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the 2016 Certificates to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the “Code”).

C. The School Board covenants and certifies to and for the benefit of the owners of the 2016 Certificates that no use will be made of the proceeds of the Certificates, which will cause the 2016 Certificates to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder. Pursuant to such covenant, the School Board hereby agrees to comply throughout the term of the issue of the 2016 Certificates with the requirements of Section 148 of the Code and any Treasury Regulations promulgated thereunder and Article V of the Declaration.

Section 16. Continuing Disclosure. The District acknowledges that the 2016 Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the 2016 Certificates and the security therefor and to permit underwriters of the 2016 Certificates to comply with the Rule, which will enhance the marketability of the 2016 Certificates, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 17. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The School Board hereby approves the Policy and procedures for the 2016 Certificates. The Chief Financial Officer/Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted this 19th day of July, 2016.

Motion made by Member _____, seconded by Member _____, to approve Resolution #B-7-16-3385, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

Clerk

Chair

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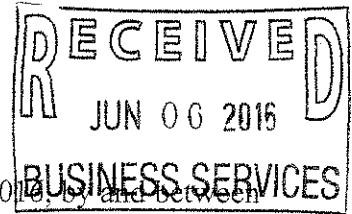
EXHIBIT A**Tax Levy Schedule**

Levy Year	Collection Year	2010C Certificates Tax Levy	2012A Certificates Tax Levy	2016 Certificates Tax Levy	Total Tax Levy
2015	2016	\$392,025.00	---	\$8,581,487.50*	\$8,973,512.50*
2016	2017	\$395,400.00	---	\$8,128,500.00**	\$8,523,900.00
2017	2018	\$392,150.00	---	\$8,322,700.00	\$8,714,850.00
2018	2019	\$388,750.00	---	\$8,526,700.00	\$8,915,450.00
2019	2020	\$390,200.00	\$735,000.00	\$8,734,900.00	\$9,860,100.00
2020	2021	\$391,350.00	\$1,785,000.00	\$8,951,850.00	\$11,128,200.00
2021	2022	\$392,200.00	\$2,000,000.00	\$9,170,350.00	\$11,562,550.00
2022	2023	\$391,962.50	\$2,000,000.00	\$9,402,100.00	\$11,794,062.50
2023	2024	\$391,400.00	\$2,485,000.00	\$9,655,100.00	\$12,531,500.00
2024	2025	\$388,000.00	\$4,020,000.00	\$9,851,850.00	\$14,259,850.00
2025	2026	\$389,200.00	\$4,235,000.00	\$10,068,600.00	\$14,692,800.00
2026	2027	\$384,800.00	\$4,440,000.00	\$10,281,000.00	\$15,105,800.00

* 2015/2016 levy to pay (i) August 1, 2016 interest on 2008 Certificates; (ii) August 1, 2016 and February 1, 2017 principal and interest on 2010C Certificates, and (iii) February 1, 2017 principal and interest on 2016 Certificates

** Such amount shall be reduced by \$3,029.51, the rounding amount

AGREEMENT



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THIS AGREEMENT, made and entered into this 1st day of August 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2016, and shall remain in effect until June 30, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$22,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Jenna Hudson
Title

Clerk

Parent Educator
Title

Program Director

Taxpayer Identification Number

W. Hanson 6/4/16
Director of Business Service

Philip Ray 6/3/16

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: June 3, 2016

Re: Architectural Design Services for the Installation of Interior Windows at East High School – RW Fern Associates, Inc.

Attached find two (2) copies of the Agreement between Independent School District #709 and RW Fern Associates, Inc. to provide architectural design services for the installation of interior windows at East High School. The total estimated cost of this service is \$975.00.

I am recommending approval of the contract with RW Fern Associates, Inc. to provide architectural design services for the East High School interior window installation. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into 25th day of May, 2016 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and RW Fern Associates, Inc. an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 25, 2016 and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide architectural design services for the installation of interior windows at East High School per proposal dated May 25, 2016.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote; and
 3. Any other documents identified by ISD 709.
4. **Background Check .** *(N/A)*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$975.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: RW Fern Associates, Inc., 413 East Superior Street, Duluth, MN 55802

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive quoting requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Kerry M. Leider	Property and Risk Manager

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

RW FERN ASSOCIATES, INC.

W. Hanson

Paul W. J...

CFO/Executive Director of Business Services

By

PRESIDENT

Title

47-1893B27

Taxpayer Identification Number



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2016 through June 30, 2017**

93

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2016** through **June 30, 2017**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
-

Funding Commitment Decision Letter (Official award of E-Rate funding)

- Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
 - Will work with the District to help meet BEAR deadlines.
 - + If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
 - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.


The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the prior year's fall enrollment. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.



ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
06/01/2016



Arrowhead Regional Computing Consortium
5 West First Street #300
Duluth, MN 55802
06/01/2016



ARROWHEAD REGIONAL COMPUTING CONSORTIUM (ARCC)

5 W FIRST ST STE 300

DULUTH MN 55802

218)723-1700

SD #709
 DULUTH PUBLIC SCHOOLS
 15 N FIRST AVE E
 DULUTH MN 55802

Invoice #: 10158
 Invoice Date: June 1, 2016
 Payment Due: July 1, 2016

Invoice for 07/01/2016 - 06/30/2017 E-Rate Consulting Services

# of Units	Unit Description	Service Category	Cost Per Unit	Annual Cost
1	Annual Base	Contracted E-Rate Consulting Fee	250.00	250.00
8.462	FY15 Adj PU, Jan 2016	Contracted E-Rate Service Fee	0.20	1,692.40
Total Invoice				\$ 1,942.40

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of May, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Carolyn Gwinn, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Date.** This Agreement shall be deemed to be effective as of June 6, 2016, and shall remain in effect until July 30, 2016 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Facilitate a guided reading workshop for Duluth Public Schools teachers who work in Title I buildings. This contract includes planning, the workshop and follow-up. The one session workshop will be held at Lincoln Park middle school from 8:30a.m. – 3:30p.m. June 30, 2016.
3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2500.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail in care of Karen Villeburn-Vranek, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail _____ (mailing address including Zip Code).

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Carolyn Gwinn
Carolyn Gwinn

Clerk

Gwinn Consulting, Inc.
Company

Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number

W. C. Hanson 6/21/16
Director of Business Service

~~XXXXXXXXXX~~ Ln NW
Andover, MN
55304

Michelle O'Neil 6/17/16

AGREEMENT

THIS AGREEMENT, made and entered into this day of 5/18/2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 05/18/2016, and shall remain in effect until 6/30/16, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** J. Wilson will be on contract with DPS American Indian Education Department to provide American Indian hand game classes and presentations to students/staff. His rate will be \$75.00 per session or \$600.00/all day.
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Jeremy Wilson
203 S. 17th Ave. E. Apt. 2 Duluth MN 55815

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

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

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

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



Professional Growth Customer Agreement

PRPUS249545613851177¹⁰²

05/23/2016

1400 Atwater Drive Malvern, PA 19355

P: 610-722-9745 | F: 888-492-0337

Customer:

Duluth School District 709
215 N 1St Ave E
Duluth MN. 55802

Contact: Amy Starzecki
Title: Superintendent
Phone: (218) 476-2285
Email: Amy.Starzecki@lsd709.Org

Agreement Details:

Pricing Expiration: 08/21/2016
Account Manager: Timothy Jarotkiewicz

Initial Term: 2015-2016 / 2016-2017
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Start Date: Custom (see Special Instructions) days after signed date
Subscription Billing Terms: Annually
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Startup Cost: One-Time cost due at signing \$0.00
Annual Subscription: Recurring Cost \$22,935.00

Itemized Description	Unit Price	Qty	Total
MLP Oasys Annual Subscription w FFT 2011/13	\$33.00	695	\$22,935.00

Amount Due at Signing (Startup Cost) \$0.00

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: Duluth School District 709

Frontline Technologies Group, LLC

Name: *Bill Hanson*

Name:

Signature: *WCHanson*

Signature:

Title: *CFO*

Title:

Date: *6/21/16*

Date:

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms: For purposes of renewals, Customer's pre-existing renewal date of August 24, 2016 supersedes the Subscription Start Date detailed in this agreement.

1400 Atwater Drive Malvern, PA 19355

ADDITIONAL TERMS:

1. Subscription. Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's Professional Growth Software(s) ("Software") by Customer and those users Customer registers on the Software as "Designated Users."
2. Term. The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term, or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. Payment.
 1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
 2. The Annual Subscription, set forth on the first page of this Agreement, will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date, set forth on the first page of this Agreement. Frontline will render a detailed invoice, showing the Annual Subscription item unit price multiplied by the quantity, as set forth on the first page of this agreement, to yield the actual annual subscription (the "Actual Annual Subscription"). The quantities of any Annual Subscription item of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of users change significantly during Startup or during the Initial Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 3. Before the start of any Renewal Term, Frontline will calculate the Annual Subscription by multiplying the actual users entered into the Software by the applicable subscription item unit price, as amended from time to time, to yield the Actual Annual Subscription. Should the number of users on the Software change significantly during any Renewal Term, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
 4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
 5. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Agreement and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.
4. Software Assistance. Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of the Software, and (b) ongoing email assistance and emergency telephone assistance regarding the use of the Software during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday with a four(4) hour response time; but: (i) emergency telephone assistance rendered by Frontline shall only be to Customer's Software Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Software.
5. Software Operation. Customer acknowledges and agrees that it must properly enter data, information and configure settings within the Software in order for the Software to operate properly. Customer shall be responsible to verify the accuracy of any of the Customer's data, forms, workflow and configuration settings entered on the Software. Frontline does not accept any liability, arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from web-based SaaS products procured under this Agreement.
6. Software Administrator. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly, at its expense, have a new employee obtain Frontline Software administrator certification and be designated as a Software Administrator.
7. Subscription Restrictions.
 1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
 2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Users or the Software Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of the Software by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
 3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
 4. Information regarding Customer's users acquired by Frontline shall be confidential. Aggregated data not relating to individual users of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
8. Integration. In the event Customer integrates the Software and a third-party product or service, whether with or without Frontline's assistance, Customer understands and agrees: (a) that Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
9. Ownership of Customer Content. Customer represents and warrants that it is the owner of the content that it has selected for use in connection with the Software, or has obtained permission for such use from the owner of the content, including but not limited to, evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including but not limited to parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.
10. Third Party Products. Customer may elect to use ETS Classroom Video Library ("ETS"). ETS may contain links or other access to other third party products or services. Customer's use of any third party's products and/or services is at Customer's own risk, and subject to the ETS Terms of Use found on their website at: [http://www.etsvideo.mylearningplan.com/terms.html/#/](http://www.etsvideo.mylearningplan.com/terms.html#/). In the event of a conflict between this Agreement and any ETS agreement or the ETS Terms of Use, this Agreement governs.
11. Indemnity. Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all claims, expenses, and losses arising from or related to use of content Customer has selected for use in connection with the Software.
12. Limitation of Liability.
 1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
 2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
13. Termination.
 1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
 2. Frontline may terminate this Agreement for any breach by Customer.
 3. Upon termination or expiration of this Agreement, Customer may request a copy of its data that is in Frontline's possession. Upon receipt of Customer's written request, data-scrubbing techniques can be employed to remove Customer's, and their End User's, personally identifiable data stored in Frontline's products.
14. Public Disclosure. Customer grants to Frontline the right to publicly disclose the fact that Customer is using the Software, for Frontline's advertising and other promotional purposes.
15. Copyright and Trademarks. All intellectual property pertaining to the Software, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
16. Entire Agreement. This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of March, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Mvers Wilkins Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District, has been awarded a \$97,170 grant (the "Grant") through the Minnesota Department of Education for the purpose of implementing a school and community partnership entitled "Full Service Community School" (the "Project").

Whereas, the District, acting as fiscal agent of the Project, entered into a Memorandum of Understanding (MOU), as evidenced in Exhibit A of the Grant, with the above named Contractor to provide programs and or services awarded under the Grant.

Now therefore, in consideration of the foregoing, and of the mutual promises and covenants herein, the parties agree to the following terms and conditions of this agreement:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2016 and shall remain in effect until June 30th, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Performance under this agreement is defined in the Memorandum of Understanding.

3. **Background Check.** Provided the Contractor and or the Contractor' staff will be working independently with students, the Contactor is subject to compliance with the District's policy on said background checks.

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

4. **Reimbursement.** In consideration of the performance of the Contractor and of its obligations pursuant to this Agreement, District hereby agrees to prepay Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$8,250. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.**

Payment: In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the FSCS Grant Agreement and approved budget. Payment will occur quarterly.

Requests for Reimbursement: The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Jennifer Eddy Myers Wilkins Community School Collaborative, 108 East 6th Street, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

Signatures and dates

Duruth Public School

<u>W. C. Hanson</u> Signature	<u>CFO</u> Title	<u>6/28/16</u> Date
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Myers Wilkins Community School Collaborative

<u>Jennifer Edley</u> Signature	<u>Executive Director</u> Title	<u>3-28-16</u> Date
------------------------------------	------------------------------------	------------------------

Lincoln Park Middle School

<u>Patricia V. [unclear]</u> Signature	<u>Principal</u> Title	<u>3-28-16</u> Date
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MEMORANDUM OF UNDERSTANDING (MOU)

107

between

A - Duluth Public Schools/Independent School District 700 (DPS) and

B - Lincoln Park Middle School and

C - Myers Wilkins Community School Collaborative

This is an agreement between "Party A." hereinafter called DPS, "Party B." hereinafter called LPMS, and "Party C." hereinafter called Collaborative.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to our Full Service Community School (FSCS) Initiative.

In particular, this MOU is intended to:

Build a strong partnership between two or more departments in DPS, LPMS, and the Collaborative that effectively develops a community school model at Lincoln Park Middle School.

Develop a detailed work plan with clearly articulated strategies and processes to facilitate school/community partnerships.

Advance collaborations with local businesses, organizations and community partners.

Leverage broad-based support for the FSCS model from key stakeholders including area residents, local officials and new partners and inspire others to adopt similar initiatives.

Facilitate a process whereby the community and schools feel engaged, connected and deepen the commitment to collaborate.

II. BACKGROUND

Duluth Public Schools:

Duluth Schools provide a comprehensive education, teaching reading, writing, math application, speaking, listening, critical thinking, technical literacy and personal responsibility. Duluth Public Schools serves approximately 8700 students ranging from birth/early childhood to grades K-12 to adult. Learning opportunities are available through two high, two middle, and nine elementary schools, one alternative high school with Adult Basic Education center, and service/support to several alternative schools, hospitals and community programs.

Lincoln Park School Lincoln Park Middle School nurtures the development of responsible, thoughtful students in grades 6, 7 and 8. Middle School students are emerging adolescents experiencing profound changes intellectually, physically, socially and emotionally. These changes require unique learning environments where students can achieve success, are challenged, and mature at their own development

rate. LPMS provides a transitional environment for students as they move from elementary into high school years. Learning experiences build upon the and strengthen basic skills, and provide exploration of new areas of interest giving direction for future choices. Students are challenged to explore, to create, to make decisions and to actively participate in and be accountable for their learning.

Myers Wilkins School Collaborative: The Collaborative promotes a Community Schools model by facilitating partnerships with organizations to support the well-being of the whole child, their families, and neighborhoods. These partnerships improve access to services and supports that address family income and health disparities by bringing services into the community via the school as community center.

III. DPS RESPONSIBILITIES UNDER THIS MOU

As fiscal agent, DPS shall undertake the following activities:

- Ensure fiscal accountability of grant funds
- Maintain all grant reporting records
- Provide a DPS staffer as Liaison and Contact for the project and to participate in FSCS development
- Promote the FSCS goals to DPS schools and departments
- Support the integration of community partner services in school/community collaborations

IV. Duluth LPMS RESPONSIBILITIES UNDER THIS MOU

Lincoln Park Middle School shall undertake the following activities:

- Hire and supervise FSCS site coordinator for project implementation
- Work in collaboration with the Collaborative and DPS to provide oversight of project development
- Support the goals and collaborations of the FSCS model
- Carryout details outlined in FSCS grant project
- Comply with all MDE grant reporting requirements
- Maintain records of any FSCS project activities
- Share the successes of the FSCS project collaborations widely throughout the Duluth Community

VI. Collaborative RESPONSIBILITIES UNDER THIS MOU

The Collaborative shall undertake the following activities:

- Share the successes of the FSCS project collaborations widely throughout the Duluth Community
- Work in collaboration with LPMS and DPS to provide oversight of project development
- Provide guidance and support for implementation of FSCS model
- Support the goals and collaborations of the FSCS model
- Maintain records and documentation of any FSCS project activities

VII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification: This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
2. Termination: Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party.

VIII. FUNDING

This MOU does include the reimbursement of funds between the parties.

Year 1 Consulting Fees include \$3,125 from January 1, 2016-June 30, 2016.

Year 2 Consulting Fees include \$5,125 from July 1, 2016-June 30, 2017.

Payment: In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the FSCS Grant Agreement and approved budget. Payment will occur quarterly.

Requests for Reimbursement: The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.

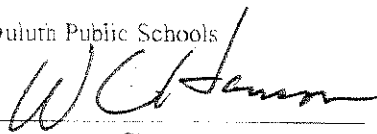
IX. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Parties A, B and C. It shall be in force from February 1st, 2016 to June 30, 2017

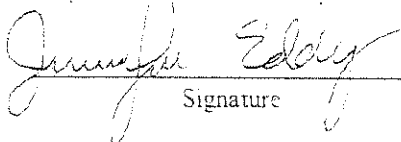
Parties A, B, and C indicates agreement with this MOU by their signatures.

Signatures and dates

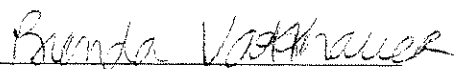
Duluth Public Schools

	<u>CFO</u>	<u>6/28/16</u>
Signature	Title	Date

Myers Wilkins Community School Collaborative

	<u>Executive Director</u>	<u>3-28-16</u>
Signature	Title	Date

Lincoln Park Middle School

	<u>Principal</u>	<u>3-28-16</u>
Signature	Title	Date

Duluth Audit and CloudLock 2016-17

Prepared For

Bart Smith

Duluth Public School District ISD
709

Created By

Melanie Long

Amplified IT

7577745047

info@amplifiedit.com

<http://www.amplifiedit.com>

Introduction

The purpose of this document is to provide an overview of the Google Apps for Education (GAFE) Audit engagement between Amplified IT and Duluth Public School District ISD 709. This document will set forth the scope, process and deliverables while summarizing the resources required to complete the engagement. It will also form the Agreement.

About Us



Amplified IT is an education-focused consultancy that brings a unique blend of instructional and technical skills to the K-12 market. Since 2008, this team of infrastructure and instructional consultants has assisted hundreds of education institutions worldwide to successfully adopt Google Apps and Chromebooks. Amplified IT is a Google authorized reseller and has close ties to the Google EDU team and various vendors in the Google Apps for Education sector.

Amplified IT's status as one of the leading education-focused Google App consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. We recognize the challenge of preparing students for an increasingly complex and cognitively demanding world, so we leverage our experiences to provide consulting to teachers who are dedicated to creating innovative learning opportunities for their students. We do not focus on tools; we focus on learning.

Background

The client is Duluth Public School District ISD 709, based in Minnesota.

The client has engaged Amplified IT to audit their GAFE domain and provide CloudLock Fabric+ security software.

GAFE Audit

Overview



A Google Apps for Education (GAFE) Audit provides an in-depth review of Duluth Public School District ISD 709's domain by industry experts against best practices. Each setting will be documented and analyzed, including the integration with other IT systems, tests of compliance, and evaluation of the effectiveness of current

usage of GAFE offerings.

The focus of the GAFE Audit will be split into a review of the following four key areas:



Operations and GAFE Management: Analysis of procedures, practices, policy documentation, and systems surrounding the day-to-day management of GAFE resources.



Services & Configuration: Technical audit of the settings and configuration of the GAFE core services: Chrome device management, marketplace apps, and other services.



Security & Compliance: Snapshot and analysis of current security and compliance settings. Deep scan of drive usage, content, and sharing settings.



Adoption & Usage: Reporting on and tracking the usage of core applications.

What Duluth Public School District ISD 709 will learn from the GAFE Audit

The output of the GAFE Audit exercise will be a comprehensive documented report. Each section will be broken down into areas noted for improvement, recommendations, and associated high-level risks. Links to Web resources will be provided for reach recommended action.



Detailed analysis by EDU-focused GAFE experts.



Review and analysis of every GAFE admin console setting.



Baseline report with recommended actions.



Action-focused GAFE technical training.



Creation of a solid base for your GAFE road map.

Audit Process

Deliverables

Amplified IT will work with Duluth Public School District ISD 709 to ensure the successful configuration of GAFE. The following consultancy will be delivered:

- Initial Kick-Off meeting with Duluth Public School District ISD 709 to establish an understand of current GAFE use.
- Recording, review, and comparison of every setting in the GAFE admin console against best practices. (Note: Settings will not be changed or modified by Amplified IT.)
- Usage reports analysis by Amplified IT.
- Analysis produced by the Google Apps Manager tool, broken down into: User Account, Overview, Organizations, Groups, Domain Settings, Core Services (Gmail, Contacts, Groups, Calendar, Docs,

Hangouts, Google+, and Sites), Mail Routing, and additional services.

- Identify examples of breaches of data security and data compliance via the CloudLock Collaboration Security platform.
- A comprehensive documented GAFE Audit report in Google Docs with detailed findings, recommendations, and Web resources to support recommendations.
- A review call with Amplified IT explaining each part of the GAFE Audit in detail, ensuring Duluth Public School District ISD 709 understands the findings and recommendations set forth.

Timeline

The GAFE Audit will be completed and a report will be submitted within four weeks of the Kick-Off meeting. Duluth Public School District ISD 709 should be informed to assist Amplified IT where possible.

CloudLock

CloudLock Overview



CloudLock is just what its name suggests – it is cloud-based security for all of Google Apps Drive and Site data on the cloud. With no installation, hardware, or software, CloudLock protects Google Apps, creating an even more secure cloud. CloudLock finds and protects personal information within your domain and lets you know when it has been improperly shared. In addition, CloudLock ensures that students are not viewing or storing inappropriate material on Google Drive or Sites.



Objectionable Language

This policy flags obscene content shared with students, external users, or published to the web and reverses sharing.



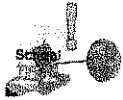
Student Welfare

This policy detects and flags keywords that are related to cyber bullying, suicide, violence in schools, and other behavior that may put students in harms way.



IEP Policies

This policy flags and notifies the staff member of an inappropriate share of sensitive IEP (Individualized Education Program) information



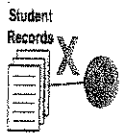
Students Sharing Externally and domain wide

This policy notifies the CloudLock administrator when a student shares content outside the school's domain or across the entire domain.



Staff Sharing Student Info Externally

This policy flags and notifies the document owner of any documents that may contain student personal identifiable information or other sensitive information. This notification serves to alert the document owner so they can make this determination.



Public or Domain-wide Sharing of Student Records

This policy flags and acts upon documents that violate the public or domain-wide student record exposure. Assets that contain sensitive student records or related information will be detected, and if shared publicly or domain-wide will be removed automatically.

Summary of Costs

Pricing

Services

Name/Description	Price	Qty	Subtotal
GAFE Audit	\$3,500.00 / Per Service	1	
Configuration and deployment of GAFE Domain to EDU best practices Creation of tailored GAFE Configuration Guide 2 hour remote training session			\$3,500.00
		Subtotal:	\$3,500.00

Products

Name/Description	Price	Qty	Subtotal
CloudLock Fabric+ - Staff	\$11.00	1148	
CloudLock Fabric + 3rd Party App Discover and Control Selective Encryption 1 Year License for Staff			\$12,628.00
CloudLock Fabric+ - Students	\$1.00	8366	
CloudLock Fabric + 3rd Party App Discover and Control 1 Year License for Students			\$8,366.00
		Subtotal:	\$20,994.00

Total cost: \$24,494.00

Terms and Conditions**Parties**

1. Amplified IT a company incorporated under the laws of the Commonwealth of Virginia, whose place of business is 812 Granby Street, Norfolk, VA 23510; and
2. Duluth Public School District ISD 709 at 215 N. 1st Ave. E, Duluth, Minnesota 55802.

Objective

Amplified IT will provide the services described in the GAFE Audit section for Duluth Public School District ISD 709 and Duluth Public School District ISD 709 wishes to purchase these services.

Duration

This Agreement shall last from the effective date until completion of the services defined in the Amplified IT Services section.

Compensation

The costs listed in the Summary of Costs section are based upon the following assumptions:

- Duluth Public School District ISD 709 management and staff will respond promptly to all requests for basic information and/or documentation.

If circumstances arise that will require additional services and time, Amplified IT will notify Duluth Public School District ISD 709 and obtain agreement prior to undertaking such activities.

Payment terms are net thirty (30) days from the date of invoice initiation. Any amounts not paid within the thirty (30) days shall be charged an interest fee of 1.5% for each month (or portion thereof) any such payment is late.

General Terms

Duluth Public School District ISD 709 agrees to enter into this Agreement as a business and not a consumer.

The terms of this Agreement may be modified only in writing, signed by duly authorized representatives of the parties.

This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia.

This document is the copyright property of Amplified IT and shall not be published or disclosed to any other party without prior written permission being granted by Amplified IT. The document shall be held in safe custody and used only for the purposes of and in accordance with contracted Agreement between Duluth Public School District ISD 709 and Amplified IT.

Signatures

Duluth Public School District ISD 709 Date

Amplified IT Date

Non-disclosure Agreement

June 20, 2016

This agreement is entered into and is effective of June 20, 2016 by and between Amplified IT, a corporation organized under the laws of the Commonwealth of Virginia, whose principal office is located at 812 Granby Street, Norfolk, VA 23510 and Duluth Public School District ISD 709 . For the purposes of this Agreement, each Party will be referred to as the "Discloser" where it discloses Confidential Information (as defined below), and as the "Recipient" in which it receives the other Party's Confidential Information.

Whereas

- A. the Discloser and the Recipient are considering a business relationship involving certain computer technology;
- B. in furtherance of such business relationship, the Discloser will grant the Recipient access to their GAFE admin console;
- C. the parties wish to define their rights with respect to the Confidential Information and to protect the rights of the Discloser to such Confidential Information.

NOW, THEREFORE, in consideration of the respective covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), **IT IS HEREBY AGREED** as follows:

1. Definitions

Confidential Information means all material that is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain.

2. Non-disclosure

Unless required by law or expressly agreed upon by the parties in writing, the Recipient will regard and preserve as confidential the Confidential Information and will not at any time directly or indirectly, disclose or make available to any person, firm, corporation or other entity any of the Confidential Information. The Recipient will take all reasonable measures available to it, and in any event not less than these measures used to protect its own confidential information, to keep the Confidential Information in strictest confidence, including taking all steps necessary to ensure that all of the Recipient's Employees, consultants, agents, directors and officers who are privy to the Confidential Information in accordance with the terms of this Agreement are also aware of, subject to and bound by the terms of this Agreement. The recipient will not use or permit any Confidential Information to be copied or reproduced (mechanically, electronically or otherwise), unless expressly authorized to do so by the Discloser.

3. Term and Scope

This Agreement shall remain in effect until the work agreed to by Duluth Public School District ISD 709 and Amplified IT has been completed. Recipient will not disclose Confidential Information at any time beyond completion date.

4. Rights to Confidential Information

All information, documents, lists, reports and other tangible things prepared or obtained by the Recipient concerning the Confidential Information and the Discloser are the exclusive property of the Discloser, unless otherwise agreed to in writing by the Discloser and the Recipient.

5. Equitable Relief and Waiver of Defense

The Discloser and the Recipient recognize that a breach by the Recipient of any of the covenants contained in this Agreement would result in damages to the Discloser and that the Discloser would not be compensated adequately for such damages by monetary award. Accordingly, the Recipient agrees that in the event of any such breach by the Recipient, the Discloser will be entitled as a matter of right, in addition to all the remedies available at law or in equity, to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction or otherwise as may be appropriate to ensure compliance with the provision of this Agreement.

The Recipient agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business carried on by the Discloser and are responsible and valid, and all defenses to the strict enforcement thereof by the Discloser are hereby waived by the Recipient.

6. Entire Agreement and Amendments

Except as stated above, there are no understandings, agreements or representations, express or implied, regarding the Confidential Information of the Discloser and the Recipient. Any such prior agreements are superceded entirely by this Agreement. This Agreement may not be amended, modified or altered except by written agreement signed by both Parties.

7. Governing Law

This Agreement will be governed by the laws of Virginia.

Phil Long

6/28/16

Signatures

Barth Inoué WK Hansen

Duluth Public School District ISD 709 Date

Amplified IT Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 27, 2016, and shall remain in effect until June 14, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Dr. Wendy Barden will plan, prep and present a day-long workshop to regional music teachers "Measuring Student Growth in the Music Room". Paid for through the NE MN Regional Perpich Grant.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum **not to exceed \$1085 for \$700.00 - presentation fee, \$200.00 hotel and meals, \$185 mileage**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. *This Agreement will not be approved unless TIN is provided.*

4. **Requests for Reimbursement.** Contractor shall request reimbursement on June 14th, day of the workshop (Monthly, quarterly, other - *please describe*) basis, using either the District invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 15223 Lake Street EXT, Minnetonka, MN 55345
(Mailing address, including zip code)

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

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

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

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

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

14. **Insurance.** (If applicable)

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Wendy Barden Wendy Barden
Name

Clerk

Consultant 5/14/2016
Title Date

Program Director

[Redacted]
Taxpayer Identification Number

Director of Budget and Finance

Date

Bill Hanson 5/17/16
W. Hanson 4/29/16
Bill Ray 4/16/16

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

June 2016

Facilities Management – Maintenance and Operations - General

In the past month the maintenance crews have completed 297 work orders, and are currently working on 422 open work orders.

Facilities maintenance trade crews are currently scheduled to be at Homecroft and Lakewood this week, which will be followed by Laura MacArthur, Lester Park, Lowell and Myers-Wilkins.

Re-commissioning efforts continue at four sites as mentioned last month, and will be completed once warm weather arrives and the dehumidification process and functionality can be tested and evaluated.

Capital Construction:

Ongoing - Facilities is working with design professionals, as well as time and material contractors to facilitate the completion of the School Board approved projects related to the remaining LRFP fund balance.

MWE tuck-pointing and window replacement project has begun and tuck-pointing is progressing close to schedule. During the sample removal of one of the windows, the general contractor discovered some old window jams were left in place back in the 1980s when the windows original to the building were removed and replaced. The jam material was painted and that paint was tested and verified to contain lead, and was chipping and loose in some areas. This condition was not anticipated and has triggered some additional EPA requirements to safeguard building occupants. A change in the construction contract is likely to adjust for the additional unforeseen required services of a EPA Certified Firm and Certified renovators to remove the windows that will expose lead-based paint.

Installation of the East HS visitor management doors will be starting in mid-July.

HOCHS new main 3rd Street visitor entrance access control system is installed and operational.

Johnson-Wilson Constructors is making good progress on the new CTE Design Center at Denfeld High School. There has been some delay projected due to a change in the City of Duluth's ability to review and approve plumbing and mechanical plans for schools. These sections of the building plans will need to be reviewed and approved by the State of Minnesota Department of Administration. The result could be a delay in those aspects of work and could impact the target of August 19, 2016 completion.

The HOCHS 3rd Street parking lot project will begin shortly once plan review is complete and permits issued. Due to a permit issuance delay, this project presents some difficult challenges, but end of summer completion is still considered possible.

The new data cabling and camera installation project at HOCHS is about 2/3 done at this point.

Construction efforts have started for the Unity gym remodeling project, and asbestos abatement work scope is expected to be complete by 07/08/16 approximately three days behind schedule.

Construction has started and good progress has been made on the Lowell office remodel project. This work will align the Lowell office layout and traffic pattern with all other elementary site offices.

The East High School granite monument will be moved from OEMS (Old East High School) location to the new EHS, with a new foundation being constructed for this at that location.

Facilities Management – Operations

Summer cleaning is underway for Operations staff throughout the district. They are doing a great job maintaining the buildings with community use while deep cleaning simultaneously. New cleaning checklists and inspections have been implemented for Operations staff providing a general cleanliness standard and expectation for the district.

Many Operations staff employees attended the Custodial Days event sponsored by Minnesota Association of School Maintenance Supervisors (MASMS) and held at Duluth East High School where they participated in custodial related educational sessions and vendor displays.

Several Engineers are taking part in a series of classes throughout the summer to receive a Building Operators Certification. This certification is focused on energy conservation and efficient building operation from an energy perspective.

The District is seeking hourly employees to work as custodians to help out with summer cleaning duties and to substitute for regular permanent custodians as needed during the school year.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Basketball hoist inspections were completed with only two discrepancies found.
 - Man lift inspections were completed and repairs were made to two units. One pin and one down valve was replaced. Operator safety manuals were added to each unit.
 - Lead renovator refresher training was completed by the painters.
 - Lead renovator certification was applied for to conduct lead-based paint activities.
 - The HOCHS tunnel behind the engineer's office that was found to contain asbestos is a work in progress to remove or encapsulate the asbestos. Arrowhead Consulting will be helping lead the project.
- Emergency Response
 - District emergency response team cards were updated with new names and phone numbers and were distributed.
 - Classroom guides were updated and submitted for print.
- Workers' Compensation Activities
 - RAS audit conducted. The audit consisted of a review of programs/policies along with a discussion on what we are doing to address injuries. No major gaps were found.
 - OSHA Recordables- One recordable incident: Custodian slipped on floor stripper and dislocated his shoulder.
 - Incidents Reported: 10 injuries reported.

Risk Management

There have been no significant reportable incidents or claims relating to insurance policies for general liability, property, auto, and school leader's legal liability.

The annual insurance policy renewal process for property, crime, inland marine, general liability, business automobile, worker's compensation and umbrella policies, is nearly completed with new policy proposals to be presented by our insurance broker - Marsh and McLennan Agency, to the School Board for their approval action at the regular School Board Meeting in July. The current policies end August 1, 2016.

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

FQA: 06-871-012-000-000

GENERAL FUND SAVINGS

124

Object: 140101 GENERAL SUPPLIES

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
06/27/2016	3007392	341945	00644523	V61525	SELL HARDWARE INC	SELL HARDWARE I GENERAL SUPPLI	1011398	OH	24.00	0.00	24.00
06/27/2016	3007473	341946	00644523	V61525	SELL HARDWARE INC	SELL HARDWARE I GENERAL SUPPLI	1011398	OH	1,575.70	0.00	1,575.70
Object 140101 Total:									1,599.70	0.00	1,599.70

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
06/06/2016	0114869-IN	332875	00644156	V34960	JOHNSON CARPET ONE	JOHNSON CARPET BUILDING ACQUIS	1002671	OH	11,074.11	0.00	11,074.11
06/06/2016	8717	332887	00644149	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1002671	OH	61,807.57	0.00	61,807.57
06/07/2016	215509	332879	00001568	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1003372	OH	658.77	0.00	658.77
06/20/2016	0114889-IN	338692	00644383	V34960	JOHNSON CARPET ONE	JOHNSON CARPET BUILDING ACQUIS	1008433	OH	5,072.00	0.00	5,072.00
06/20/2016	215769	338345	00644380	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1008433	OH	45,533.07	0.00	45,533.07
06/27/2016	1 2387	341938	00644520	V108742	RW FERN ASSOCIATES INC	RW FERN ASSOCIA BUILDING ACQUI	1011398	OH	4,300.00	0.00	4,300.00
06/27/2016	3007391	341940	00644523	V61525	SELL HARDWARE INC	SELL HARDWARE I BUILDING ACQUI	1011398	OH	250.40	0.00	250.40
06/27/2016	3007472	341939	00644523	V61525	SELL HARDWARE INC	SELL HARDWARE I BUILDING ACQUI	1011398	OH	253.50	0.00	253.50
06/27/2016	51329516-00	311334	00644533	V60304	UNITED REFRIGERATION	UNITED REFRIGER FTK18NMVJU DAI	1011398	OH	355.43	0.00	355.43
06/27/2016	51329516-00	311334	00644533	V60304	UNITED REFRIGERATION	UNITED REFRIGER RK18NMVJU DAIK	1011398	OH	818.48	0.00	818.48
06/27/2016	51329516-00	311334	00644533	V60304	UNITED REFRIGERATION	UNITED REFRIGER FTXS30LVJU DAI	1011398	OH	668.85	0.00	668.85
06/27/2016	51329516-00	311334	00644533	V60304	UNITED REFRIGERATION	UNITED REFRIGER RKS30LVJU DAIK	1011398	OH	1,641.15	0.00	1,641.15
06/27/2016	8727	341913	00644489	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1011398	OH	1,086.70	0.00	1,086.70
06/27/2016	99667	342215	00644455	V106527	BROTHERS FIRE PROTECTION	COBROTHERS FIRE P BUILDING ACQUI	1011398	OH	715.45	0.00	715.45
Object 152000 Total:									134,235.48	0.00	134,235.48

Object: 155500 TECHNOLOGY EQUIPMENT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
06/27/2016	187141	311378	00644478	V44924	EPA AUDIO VISUAL INC	EPA AUDIO VISUA PANASONIC WJ-N	1011398	OH	6,717.00	0.00	6,717.00
06/27/2016	187141	311378	00644478	V44924	EPA AUDIO VISUAL INC	EPA AUDIO VISUA PANASONIC WV-Q	1011398	OH	8,316.00	0.00	8,316.00
06/27/2016	187141	311378	00644478	V44924	EPA AUDIO VISUAL INC	EPA AUDIO VISUA PANASONIC PWM-	1011398	OH	555.00	0.00	555.00
06/27/2016	187141	311378	00644478	V44924	EPA AUDIO VISUAL INC	EPA AUDIO VISUA PANASONIC WV-S	1011398	OH	35,203.00	0.00	35,203.00
06/27/2016	187141	311378	00644478	V44924	EPA AUDIO VISUAL INC	EPA AUDIO VISUA PANASONIC PMPU	1011398	OH	4,965.00	0.00	4,965.00
06/27/2016	187141	311378	00644478	V44924	EPA AUDIO VISUAL INC	EPA AUDIO VISUA PANASONIC CANI	1011398	OH	2,400.00	0.00	2,400.00
06/27/2016	187141	311378	00644478	V44924	EPA AUDIO VISUAL INC	EPA AUDIO VISUA PANASONIC WV-Q	1011398	OH	300.00	0.00	300.00
Object 155500 Total:									58,456.00	0.00	58,456.00
FQA 06-871-012-000-000 Total:									194,291.18	0.00	194,291.18

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

FQA: 06-871-520-000-000

GEN FUND SAVINGS-LOWELL

125

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
06/27/2016	1-FINAL	341937	00644520	V108742	RW FERN ASSOCIATES INC	RW FERN ASSOCIA BUILDING ACQUI	1011398	OH	5,100.00	0.00	5,100.00
						Object 152000		Total:	5,100.00	0.00	5,100.00
						FQA 06-871-520-000-000		Total:	5,100.00	0.00	5,100.00

FQA: 06-876-215-000-000 COP 2012A-DENFELD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
06/06/2016	Y15074-10	332825	00644111	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	1002671	OH	3,000.00	0.00	3,000.00
06/07/2016	AJS018001	334492	00001571	V34360	JAMAR COMPANY	JAMAR COMPANY BUILDING ACQUI	1003372	OH	202.01	0.00	202.01
06/27/2016	APP 1	342216	00644500	V01213	JOHNSON WILSON CONSTRUCT	JOHNSON WILSON BUILDING ACQUIS	1011398	OH	53,879.25	0.00	53,879.25
						Object 152000		Total:	57,081.26	0.00	57,081.26
						FQA 06-876-215-000-000		Total:	57,081.26	0.00	57,081.26

FQA: 06-876-320-000-000 COP 2012A-EAST HS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
06/27/2016	3358	731970	00644502	V107075	KELLER FENCE COMPANY - NORTH	KELLER FENCE CO FURNISH AND IN	1011398	OH	4,995.00	0.00	4,995.00
						Object 152000		Total:	4,995.00	0.00	4,995.00
						FQA 06-876-320-000-000		Total:	4,995.00	0.00	4,995.00

FQA: 06-876-510-000-000 COP 2012A-LESTER PARK

Object: 153000 OTHER EQUIPMENT PURCHASED

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
06/30/2016	6/29/16 KILN	732072		V109082	D&H CERAMICS	D&H CERAMICS KILN, SHELVES AND	1013276	OH	3,544.00	0.00	3,544.00
						Object 153000		Total:	3,544.00	0.00	3,544.00
						FQA 06-876-510-000-000		Total:	3,544.00	0.00	3,544.00

Grand Total: 265,011.44 0.00 265,011.44