

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 20, 2016

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

6:30 PM

1. Financial Report

A. Financial Report

7

Financial statements only (Cash Flow report will resume later this year)

B. Approval of Payment of Claims

This item is attached as an "extra".

C. Budget Revisions

20

D. Wire Transfers

22

E. Investment Transactions

23

F. APU Projections

APU Projections will resume in October.

G. Fundraisers

24

2. Bids, R.F.P.s and Quotes Reports

A. Bids

1) Bid #1254 - Bakery Products

25

Bids for bakery products were advertised and sent to five regional providers. There were two responses with the low bid coming from Bimbo Bakeries USA in the amount of \$26,451.81.

Recommendation: It is recommended the School Board approve the agreement with Bimbo Bakeries USA in the amount of \$26,451.81.

B. R.F.P.s - None

C. Quotes - None

3. Policies and Regulations

A. Suspension of Policy 3065

28

Administration is requesting a suspension of Policy 3065/Regulation 3065R in order to contract for interpreter services with a relative of a current employee. There continues to be a shortage of interpreters in the area and special services is in need of interpreter services.

Recommendation: It is recommended that the Duluth School Board approve the suspension of Policy 3065/Regulation 3065R through June 30, 2017 to enter into a contract with Doug Bowen-Bailey for interpreter services.

B. New Policy 707 - Transportation of Public School Students 31
Attached is MSBA model policy 707 - Transportation of Public School Students for the first reading. This policy would replace current policies 3140, 3142 and 3145.

Recommendation: It is recommended that the Duluth School Board approve Policy 707 - first reading.

C. 3140 - Transportation of Students - Deletion 43
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3140 which will be replaced with MSBA Policy 707.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3140 - first reading.

D. 3142 - School Transportation Services Along Private Roadways - Deletion 45

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3142 which will be replaced with MSBA Policy 707.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3142- first reading.

E. 3145 - Transportation-Student Eligibility and Route Scheduling - Deletion 46

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3145 which will be replaced with MSBA Policy 707.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3145 - first reading.

F. New Policy 710 - Extracurricular Transportation 48

Attached is MSBA Policy 710 - Extracurricular Transportation for the first reading. This policy would replace current policies 3170 and 3175.

Recommendation: It is recommended that the Duluth School Board approve Policy 710 - first reading.

G. 3170 - Secondary Schools Curricular, Co-Curricular, and Extra-Curricular Transportation - Deletion 54

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3170 which will be replaced with MSBA Policy 710.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3170 - first reading.

H. 3175 - Elementary Schools Special Activities Transportation - Deletion 56

In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3175 which will be replaced with MSBA Policy 710.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3175 first reading.

4. Contracts, Change Orders, and Leases

A. Contracts

1) Duluth Energy Systems Steam Service Agreement 57

Since 1995 the District has been connected to City Steam serving the Historic Old Central High School Building. There was an agreement made at that time which continued to renew since then. With the change in operation status from the Duluth Steam Cooperative to Duluth Energy, the new operator has requested updated agreements for continued service.

City Steam has been a reliable and efficient source of heat for HOCHS and the attached agreement has been reviewed by District Administration, and by Mark Knutson, the District's legal counsel, and edits to the Operator's Draft Agreement Form have been negotiated.

Recommendation: It is recommended that the School Board approve entering into an agreement with Duluth Energy to procure steam service for the Historic Old Central High school.

2) Hallberg Engineering 89

Attached is the contract for Hallberg Engineering to provide re-commissioning and technical services at Ordean East Middle School not to exceed \$40,000.

NOTE: Please see next contract with Minnesota Power, who will reimburse ISD 709 the cost of Hallberg Engineering's re-commissioning of Ordean East Middle School, not to exceed \$40,000.

Recommendation: It is recommended that the Duluth School Board approve the contract with Hallberg Engineering for re-commissioning services.

3) Minnesota Power Business Pilot Program Opportunity for Power of One 95

As an enhancement to the existing Business program and to promote ongoing investment in energy efficiency, Minnesota Power is offering a pilot program opportunity for refunding up to \$40,000 of the cost of re-commissioning services at Ordean East Middle School.

NOTE: Please see above contract with Hallberg Engineering for re-commissioning services at Ordean East Middle School.

Recommendation: It is recommended that the Duluth School Board approve the contract with Minnesota Power to reimburse ISD 709 up to \$40,000 for re-commissioning services at Ordean East Middle School.

4) ACT District Testing Program - Spring 2017 97

Attached is a contract from ACT, Inc. to provide testing services to the Duluth Public School District for the Spring 2017 District Testing program. The ACT test is a curriculum- and standards-based education

and career planning tool that assess students' academic readiness for college. The testing will be available via paper or online. Billing is determined by the number of answer documents processed or online assessments launched and will cost approximately \$35,000.00.

Recommendation: It is recommended that the Duluth School Board approve the contract with ACT, Inc. to provide ACT testing services to the Duluth Public School District for the Spring 2017 District Testing program. Approximate cost is \$35,000.00.

B. Change Orders

1) Change Order #1 for Quote #4238 - HOCHS Gyms Ceiling - Abatement 112

750 square feet of the duct insulation must be removed to allow for the connection of new ductwork and new gym ventilation diffusers to be connected to the existing ductwork that had asbestos containing material covering them.

Change Order #1 to this bid is the added cost for the removal of the 750 sq. ft. of asbestos containing duct insulation resulting in a increase of \$9,000.00.

Recommendation: It is recommended the School Board approve the change order as listed above increasing \$9,000.00 from the previously awarded base bid for a new contract total of \$83,850.00.

2) Change Order #3 for Bid #1247 - Denfeld High School CTE Addition 114

Change Order #3 is for the cost to replace non-code compliant sanitary sewer pipe that was located below the new Denfeld addition and also to reroute the same in order to avoid additional delay in project completion. The additional cost of Change Order #3 is \$9,255.69, with a total revised contract cost (including Change Orders #1 and #2) of \$684,615.86.

Recommendation: It is recommended the Duluth School Board approve Change Order #3 as listed above. The additional cost of Change Order #3 is \$9,255.69, which results in a total revised contract cost (including Change Orders #1 and #2) for Bid #1247 of \$684,615.86.

3) Change Order #2 for Bid 1248-1 HOCHS Third Street Parking Lot 118

Change Order #2 to this bid is added time for completion due to delay in start. The original start date was June 6, 2016 and completion date was September 2, 2016. The actual start date was July 11, 2016 and the revised completion date is November 15, 2016. There is no cost change.

Recommendation: It is recommended that the Duluth School Board approve the

change order as listed above to modify the start and completion dates for this agreement.

4) **PLACEHOLDER - Other Change Orders**

C. **Leases**

1) **MARCO**

122

Administration is recommending that we accept the proposal from Marco for four (4) Konica Minolta black and white copiers for the Print Shop. The 48 month lease will be an approximate annual cost of \$ 72,924 (including equipment and maintenance). Pricing is based on the AEPA (Association of Educational Purchasing Agencies) Contract.

Please note that this represents an annual savings of approximately \$23,460 from current pricing.

Recommendation: It is recommended that the Duluth School Board approve a lease agreement between ISD 709 and MARCO with terms as described and authorize the School Board Chair to sign the agreement.

5. **Resolutions**

A. **B-9-16-3394 - Acceptance of Donations to Duluth Public Schools.**

128

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-16-3394.

B. **B-9-16-3395 - Maximum Levy Certification**

129

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-16-3395.

C. **B-9-16-3396 - Purchase of Real Property Located at 3215 Elm Street (near Lincoln Park Middle School)**

130

This property is adjoining the land associated with the Lincoln Park Middle School near its entrance off West Third Street. This property will provide future opportunities for use that are yet to be determined.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-9-16-3396 - Purchase of Real Property Located at 3215 Elm Street authorizing the acquisition of this property being offered by the HRA for \$1.00 plus legal and closing costs estimated not to exceed \$1,000.00, and where unpaid assessments related to this property are zero.

D. **PLACEHOLDER - Sale of Property**

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

A. **Expenditure Contracts**

135

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

B. **Revenue Contracts**

191

Superintendent Gronseth or the CFO/Executive Director of Business and

Finance has signed the following contracts during the month of August 2016.

C. Other Contracts 204

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

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 211

7. Future Items

A. Policy Updates

B. Final Levy Approval (December)

C. FY 2015-16 Audit Results (December)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			%
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$10,164	\$10,164	N/A
Interest	15	0	N/A	0	0	N/A	40	40	N/A
Tuition, Fees, Admissions	1,386	101	1,272.6	101	101	0.4	2,200	2,200	0.4
Other Local Revenues	4	105	(96.4)	105	105	(0)	260	278	(0.2)
State Sources	1,771	0	N/A	0	0	N/A	74,228	74,228	N/A
Federal Aids from MDE	843	120	602.5	120	120	0	5,871	5,871	0.1
Federal Direct Aids	0	0	N/A	0	0	N/A	135	135	N/A
Local Sales	0	0	N/A	0	0	N/A	0	0	N/A
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	N/A
Total Revenues	4,020	326	1,133.0	326	326	0	92,898	92,916	0.1
Expenditures									
Salaries	520	627	17.1	627	627	0	55,296	55,302	0.1
Benefits	1,087	1,800	39.6	1,800	1,800	(0)	24,049	24,045	(0.0)
Purchased Services	165	166	0.4	166	166	0	6,962	7,024	0.1
Supplies & Materials	26	188	86.0	188	188	0	2,059	2,044	0.2
Chargebacks	0	0	N/A	0	0	0	(392)	(392)	N/A
Capital Expenditures	0	30	100.0	30	30	0	261	255	0.6
Debt Service	0	0	N/A	0	0	0	0	0	N/A
Other	36	21	(69.6)	21	21	(0)	668	732	(1.3)
Total Expenditures	1,834	2,832	35.2	2,831	2,832	1	88,903	89,011	0.0
Transfers In (Out)	0	0	N/A	0	0	0	(3,371)	(3,371)	N/A
Operating Excess (Deficit)	\$2,186	(\$2,506)	187.2	(\$2,505)	(\$2,506)	\$1	\$624	\$534	0.0

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			%
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,678	\$9,678	
Interest	15	0	N/A	0	0	N/A	40	40	
Tuition, Fees, Admissions	1,386	83	1,570.3	83	83	0.4	1,712	1,712	
Other Local Revenues	4	103	(96.3)	103	103	0.1	260	260	
State Sources	1,750	0	N/A	0	0	N/A	64,284	64,284	
Federal Aids from MDE	0	0	N/A	0	0	N/A	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	3,155	186	1,596.4	187	186	0.3	75,974	75,974	
Expenditures									
Salaries	391	422	7.5	421	422	1	46,407	46,407	
Benefits	910	1,479	38.5	1,479	1,479	0	19,491	19,486	
Purchased Services	143	154	7.0	154	154	(0)	6,209	6,213	
Supplies & Materials	25	185	86.7	184	185	1	1,433	1,416	
Chargebacks	0	0	N/A	0	0	N/A	(1,661)	(1,661)	
Capital Expenditures	0	28	100.0	28	28	0	180	174	
Debt Service	0	0	N/A	0	0	N/A	0	0	
Other	35	16	(119.8)	16	16	(0)	(81)	-	
Total Expenditures	1,503	2,284	34.2	2,282	2,284	2	71,978	72,018	
Transfers In (Out)	0	0	N/A	0	0	N/A	(3,371)	(3,371)	
Operating Excess (Deficit)	\$1,652	(\$2,098)	178.7	(\$2,096)	(\$2,098)	\$2	\$624	\$584	0.1

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-T-O-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$487	\$487
Interest	0	0	0	0	0	0	0	0
Tuition, Fees, Admissions	0	18	(18)	18	18	0	488	488
Other Local Revenues	0	2	(2)	2	2	(0)	0	18
State Sources	21	0	21	0	0	0	9,944	9,944
Federal Aids from MDE	843	120	723	120	120	0	5,871	5,871
Federal Direct Aids	0	0	0	0	0	0	135	135
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	864	140	724	140	140	(0)	16,924	16,943
Expenditures								
Salaries	129	205	76	205	205	(0)	8,889	8,895
Benefits	177	321	144	321	321	(0)	4,558	4,559
Purchased Services	22	12	(10)	12	12	0	753	811
Supplies & Materials	2	3	1	3	3	(0)	626	628
Chargebacks	0	0	0	0	0	0	1,269	1,269
Capital Expenditures	0	2	2	2	2	(0)	80	80
Debt Service	0	0	0	0	0	0	0	0
Other	0	5	5	5	5	(0)	750	751
Total Expenditures	330	548	218	549	548	(1)	16,924	16,993
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	\$534	(408)	942	(\$409)	(\$408)	(\$1)	\$0	(\$50)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
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	3.8	0	(0)	(3.2)	5	5
State Sources	0	0	N/A	0	0	N/A	166	166
Federal Aids from MDE	61	219	(72.3)	219	219	0.1	2,371	2,371
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	(0)	0	(974.1)	0	0	0.0	1,198	1,198
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	61	219	(72.3)	220	219	0.1	3,740	3,740
<u>Expenditures</u>								
Salaries	27	47	41.9	47	47	(0)	1,182	1,182
Benefits	14	17	18.5	17	17	0.2	459	459
Purchased Services	0	0	N/A	0	0	N/A	83	83
Supplies & Materials	0	0	N/A	0	0	N/A	2,172	2,172
Chargebacks	0	0	N/A	0	0	N/A	168	168
Capital Expenditures	0	0	N/A	0	0	N/A	34	34
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	0	0	N/A	15	15
Total Expenditures	41	64	35.6	65	64	(1.0)	4,114	4,114
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$20	\$155	(87.4)	\$155	\$155	(\$0)	(\$374)	(\$374)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE				ANNUAL BUDGET	
	\$		\$					
	FY2017	FY2016	FY2017	FY2016	Variance	%	Adopted	Revised
Lewy	\$0	\$0	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	0	0	N/A	5	5
State Sources	104	0	0	0	0	N/A	5,812	5,812
Federal Aids from MDE	0	0	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	0	0	N/A	0	0
Local Sales	0	0	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	0	0	N/A	0	0
Total Revenues	104	0	0	0	0	N/A	5,817	5,817
<u>Expenditures</u>								
Salaries	26	29	29	29	0	0.4	1,257	1,257
Benefits	22	17	17	17	0	2.4	839	839
Purchased Services	(80)	2	2	2	(0)	(13.9)	3,884	3,884
Supplies & Materials	0	8	8	8	(0)	(2.9)	384	384
Chargebacks	0	0	0	0	0	N/A	1	1
Capital Expenditures	0	2	2	2	(0)	(24.5)	181	181
Debt Service	0	0	0	0	0	N/A	0	0
Other	0	0	0	0	0	N/A	1	1
Total Expenditures	(31)	58	58	58	(0)	(0.8)	6,547	6,547
Transfers In (Out)	0	0	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$135	(\$58)	(\$58)	(\$58)	(\$0)	(0.8)	(\$730)	(\$730)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%			
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$945	\$945	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	104	112	(8)	112	112	0	1,596	1,596	
Other Local Revenues	1	1	(0)	1	1	0	98	98	
State Sources	75	25	50	25	25	(0)	2,384	2,384	
Federal Aids from MDE	0	4	(4)	4	4	(0)	163	163	
Federal Direct Aids	0	0	0	0	0	0	1,934	1,934	
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	179	142	37	142	142	(0)	7,121	7,121	
Expenditures									
Salaries	45	63	18	63	63	0	3,767	3,767	
Benefits	69	128	59	128	128	0	1,593	1,593	
Purchased Services	3	12	9	12	12	(0)	1,204	1,193	
Supplies & Materials	7	3	(4)	3	3	0	296	296	
Chargebacks	0	0	0	0	0	0	260	260	
Capital Expenditures	10	0	(10)	0	0	0	7	18	
Debt Service	0	0	0	0	0	0	0	0	
Other	0	0	0	0	0	0	181	181	
Total Expenditures	134	206	72	205	206	1	7,308	7,308	
Transfers In (Out)	0	0	0	0	0	0			
Operating Excess (Deficit)	\$45	(\$64)	\$109	(\$64)	(\$64)	\$0	(\$188)	(\$188)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$2,452	\$2,452
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	1	2	(25.9)	2	2	(22.8)	17	17
State Sources	32	0	N/A	0	0	N/A	906	906
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	100	(100.0)	100	100	(0.2)	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	34	102	(66.7)	101	102	(0.7)	3,374	3,374
<u>Expenditures</u>								
Salaries	51	54	6.0	54	54	(0.3)	815	815
Benefits	35	30	(17.9)	30	30	0.5	328	328
Purchased Services	16	9	(81.6)	9	9	2.8	356	352
Supplies & Materials	0	0	N/A	0	0	N/A	487	491
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	1	100.0	1	1	20.8	4,647	4,647
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	3	0	(3)	0	0	N/A	8	8
Total Expenditures	106	94	(12.4)	94	94	0.5	6,639	6,639
Transfers In (Out)	0	0	N/A	0	0	N/A	3,371	3,371
Operating Excess (Deficit)	(\$72)	\$8	(995.6)	\$8	\$8	(3.4)	\$106	\$106

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-T-O-D-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance	\$	\$
Levy	\$0	\$0		N/A	\$0	\$0		N/A	0	0
Interest	0	0	(0)	(100.0)	(0)	0	(0)	(103.8)	-	-
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	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	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	0	0	(0)	(100.0)	(0)	0	(0)	(103.8)	0	0
Expenditures										
Salaries	5	5	0	3.0	5	5	(0)	(0.4)	0	0
Benefits	3	3	0	11.4	3	3	0	0.9	0	0
Purchased Services	0	11	11	99.7	11	11	(0)	(2.3)	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	1,547	1,547
Debt Service	0	0	0	0.0	0	0	0	0.0	0	0
Other	0	3	3	100.0	3	3	(0)	(4.1)	0	0
Total Expenditures	8	22	14	65.6	22	22	(0)	(1.7)	1,547	1,547
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$8)	(\$22)	\$14	65.5	(\$22)	(\$22)	(\$0)	(2.2)	(\$1,547)	(\$1,547)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$17,655	\$17,655
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	0	0	N/A	0	0
State Sources	56	0	N/A	0	0	N/A	2,261	2,261
Federal Aids from MDE	466	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	933	933
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	523	0	N/A	0	0	N/A	20,849	20,849
<u>Expenditures</u>								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	0	0	N/A	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	4,412	5,218	15.5	5,218	5,218	(0.0)	22,446	22,446
Other	0	0	N/A	0	0	N/A	0	0
Total Expenditures	4,412	5,218	15.5	5,218	5,218	(0.0)	22,446	22,446
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	(\$3,889)	(\$5,218)	25.5	(\$5,218)	(\$5,218)	(0.0)	(\$1,598)	(\$1,598)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - T O - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance		
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	16	16
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	200	200
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	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	0	0	0	N/A	0	0	0	N/A	216	216
<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	200	200
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	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	0	0	0	N/A	200	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$16	\$16

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR - TO - DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$	\$	\$	\$		
	Variance	Variance	Variance	Variance		
	%	%	%	%		
Levy	\$0	\$0	\$0	\$0	\$0	\$0
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	46	(33)	79	79	825	825
State Sources	0	0	0	0	0	0
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	46	(33)	79	79	825	825
			(41.8)			0.3
<u>Expenditures</u>						
Salaries	0	0	0	0	0	0
Benefits	66	1	67	(0)	700	700
Purchased Services	5	0	5	0	54	54
Supplies & Materials	0	0	0	0	0	0
Chargebacks	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Expenditures	70	2	72	72	754	754
			2.4			0.6
Transfers In (Out)	0	0	0	0	0	0
			N/A			N/A
Operating Excess (Deficit)	(\$24)	\$7	(\$31)	\$7	\$71	\$71
			(446.5)			9.7

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Levy	0	0	0	0	0	0	2	2
Interest	0	0	0	0	0	0	616	616
Tuition, Fees, Admissions	0	0	0	0	0	0	263	263
Other Local Revenues	0	0	0	0	0	0	0	0
State Sources	0	0	0	0	0	0	0	0
Federal Aids from MDE	0	0	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0	649	649
Sale of Bonds or Loans	0	0	0	0	0	0	0	0
Total Revenues	0	0	0	0	0	0	1,529	1,529
<u>Expenditures</u>								
Salaries	0	0	0	0	0	0	0	0
Benefits	0	0	0	0	0	0	0	0
Purchased Services	0	0	0	0	0	0	889	889
Supplies & Materials	0	0	0	0	0	0	622	622
Chargebacks	0	0	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	19	19
Total Expenditures	0	0	0	0	0	0	1,529	1,529
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 07/31/2016**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
07/01/2016	V107231	DULUTH TEACHERS CREDIT	7,548.30
07/01/2016	V106637	EBC - FLEX EFT	10,894.21
07/01/2016	V106636	EBC - TSA EFT	79,341.80
07/01/2016	V102915	FEDERAL 941 PR TAXES	584,694.53
07/01/2016	V108066	MG TRUST	92,901.07
07/01/2016	V05173	MN CHILD SUPPORT EFT	1,855.60
07/01/2016	V102916	MN STATE PR TAXES	94,009.54
07/01/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	72,715.82
07/01/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	278,513.88
07/01/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,558,922.82
07/15/2016	V106466	CITISTREET FOR MSRS	30,191.14
07/15/2016	V107231	DULUTH TEACHERS CREDIT	7,498.30
07/15/2016	V106637	EBC - FLEX EFT	10,548.88
07/15/2016	V106636	EBC - TSA EFT	79,349.11
07/15/2016	V102915	FEDERAL 941 PR TAXES	559,481.38
07/15/2016	V108066	MG TRUST	91,822.02
07/15/2016	V05173	MN CHILD SUPPORT EFT	1,714.95
07/15/2016	V102916	MN STATE PR TAXES	90,639.94
07/15/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	50,209.95
07/15/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	286,423.86
07/15/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,470,182.33
07/28/2016	V106737	ASSOCIATED BANK (EFT)	1,429,453.23
07/28/2016	V06645	MEDICA HEALTH PLAN (EFT)	179,652.10
07/28/2016	V106638	PEIP - HLTH EFT	2,553,620.88
07/28/2016	V05012	U S BANK TRUST N A CORP EFT	2,980,303.09
07/28/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	70,269.97
07/28/2016	V104923	HARRIS BANK	32,315.39
07/28/2016	V100499	MN DEPT OF REVENUE EFT	189.00
07/28/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	5,031.21
07/29/2016	V106466	CITISTREET FOR MSRS	42,496.57
07/29/2016	V106637	EBC - FLEX EFT	603.74
07/29/2016	V106636	EBC - TSA EFT	5,996.76
07/29/2016	V102915	FEDERAL 941 PR TAXES	558,200.67
07/29/2016	V05173	MN CHILD SUPPORT EFT	1,741.56
07/29/2016	V102916	MN STATE PR TAXES	95,136.28
07/29/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	46,463.96
07/29/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	259,959.58
07/29/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,444,047.88
			<u>15,164,941.30</u>

**ISD 709 – Duluth Public Schools
 GF Investment Activity for FY 2017
 As of July 31, 2016**

Beginning Investment Balance (June 30, 2016): **\$ 16,067,228.13**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
07/07	MN Trust Term Series	PMA	08/08/16	0.47%	1,700,000.00
07/08	Sterling Bank (MO)	MBS	01/09/17	0.60%	249,000.00
07/15	Luana Savings Bank (IA)	MBS	01/17/17	0.40%	249,000.00
07/15	BMO Harris Bank NA (IL)	MBS	01/13/17	0.60%	249,000.00
07/15	CFBank (OH)	MBS	01/17/17	0.50%	249,000.00
07/22	Synchrony Bank (UT)	MBS	01/23/17	0.60%	249,000.00

Total Purchases **\$ 2,945,000.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
07/07	MN Trust Term Series	PMA	07/07/16	0.50%	\$ 3,000,000.00
07/26	MN Trust Term Series	PMA	07/26/16	0.50%	5,500,000.00
07/29	Merrick Bank (UT)	MBS	07/29/16	0.70%	98,930.70

Total Maturities **\$ 8,598,930.70**

Other items:

Add:	Money Market Funds Interest	\$ - 405.14
	Beginning Value Adjustment	10,486.47
	Other Interest/Cash Balance on Account (Reverse)	0.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00

Total Other **\$ 10,081.33**

Ending Investment Balance (July 31, 2016) **\$ 10,423,378.76**

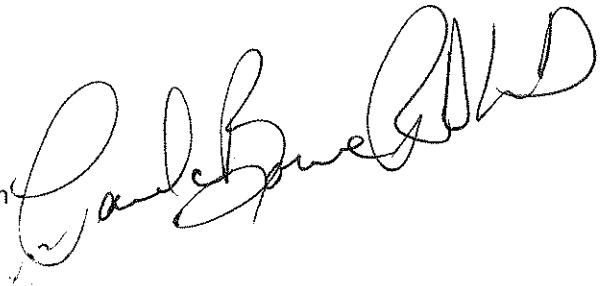
Note: Ending Investment Balance as of July 31, 2015 was \$ 7,593,775.51

Fundraisers for August 2016

School	Organization	Function
Homecroft	School-wide	Coupon books
Congdon	School-wide	Box Tops collections
Congdon	School-wide	Life Touch and school pictures
Congdon	School-wide	Calendar sales for 4 th grade trip to Wolf Ridge
Congdon	School-wide	Printer cartridge recycling
Congdon	4 th & 5 th graders	Datebook/planner sales
Area Learning Center	T12	Shiny paper
Area Learning Center	School-wide	Vending machines
Denfeld	Basketball, Softball, Boys, Soccer, Cheer	Test drive of vehicles
Denfeld	Dance Team	Summer fundraiser at Marshall School
Denfeld	Athletics	Percentage of clothing sales
Denfeld	Lacrosse	Working concessions
Denfeld	Robotics	Work Air Show, collect paper, Schwan Sales

August 24, 2016

To: Anton Kelekovich, Supervisor Purchasing
From: Pamela Bowe, R.D.L.D. Supervisor Child Nutrition
SUBJECT: Bakery Products Bid 1254



Two vendors submitted bids for the Bakery Products Bid 1254.

Pan O Gold Baking Company 444 E. St. Germain St. Box 848, St. Cloud, MN 56302

Bimbo Bakeries USA 1607 N. 6th Street, Superior, WI 54880

Bid summary is below:

Pan O Gold Baking Company, bid on all 7 items for a total cost of \$27,860.40.

Bimbo Bakeries USA, bid on all 7 items for a total cost of \$26,451.81.

Based on Bimbo Bakeries USA complete bid on all 7 items with a lower cost, I recommend the bid be awarded to Bimbo Bakeries USA.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School - 215 N. 1st Avenue E.
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

MEMORANDUM

To: Bill Hanson, CFO/Executive Director of Business Services
From: Tony Kelekovich,^{TK} Supervisor of Purchasing
Subject: Bid-1254 Bakery Products
Date: August 31, 2016

Bids for the production and delivery of bakery products for Child Nutrition – District Wide for the period October 1, 2016 through September 30, 2017 were advertised in the Duluth News Tribune and sent to six (5) area vendors. There were two (2) responses:

<u>VENDOR</u>	<u>AMOUNT</u>
BIMBO BAKERIES USA (SARA LEE)	\$ 26,451.81 (Seven Items)
PAN-O-GOLD	\$ 27,860.40 (Seven Items)

It is recommended that the low bid meeting specification as submitted by Bimbo Bakeries USA in the total (estimated) amount for the first year of \$ 26,451.81 be accepted. The second year renewal by mutual agreement is subject to the same conditions shown in the specifications.

Fund: 02-770-005-701-000-1490.01

Program: Child Nutrition – District Wide

Fund Custodian: Bill Hanson/Pam Bowe

VENDOR LIST/TABULATION

BID-1254 BAKERY PRODUCTS

Bimbo Bakeries USA (Sara Lee) Superior WI	\$ 26,451.81
Great Harvest Bread Company Duluth MN	No Response
Johnson's Bakery Duluth MN	No Response
Pan-O-Gold Baking Co Duluth MN	\$ 27,860.40
Positively 3rd Street Bakery Duluth MN	No Response

3065 VENDING MACHINES AND RELATIONS WITH VENDORS

The School Board wishes to maintain good working relations with vendors who supply materials, supplies, and services to the school system. Constructive efforts by the administration to seek the advice and counsel of vendors about how to improve such relationships are encouraged.

Vendors who feel the specifications are unduly restrictive are encouraged to bring this to the Superintendent's attention by written communication.

Automatic vending machines or sales, the proceeds of which remain with the School Board, are authorized in any elementary or secondary public school in the city (i.e. sanitary equipment, milk, or other items designated by the School Board).

Automatic vending machines or sales, the proceeds of which physically remain in an individual school yet credited to the district's general fund, may be authorized if the sales supplement rather than conflict with existing School Board programs and policies. Non-conflicting vending machines or sales shall be originated at the discretion of the school principal.

All vending contracts over \$5000 must be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any vended or sold items are questioned or disputed as being in conflict with existing School Board programs or policies, the School Board, after proper review, shall make the determination.

Effective for all contracts entered into after June 30, 1995, student picture or yearbook contracts grossing over \$5000 in sales must also be obtained based on competitive bids and all contracts must be ratified by the School Board. In the event any item is questioned or disputed as being in conflict with existing School Board programs or policies, the School Board after proper review shall make the determination.

References: MSA 121.908
MSA 123.37
MSA 127.15
MSA 471.345

Adopted: 06-09-1970 ISD 709

Revised: 10-19-1993
04-25-1995
06-20-1995 ISD 709

3065R VENDING MACHINES AND RELATIONS WITH VENDORS

Machines for the dispensing of foods and beverages may be used in the public schools of Duluth as a supplement to the cafeteria service and to provide after hours service. The following guidelines will govern their management, installation, use and specific items to be dispensed:

1. Management

The dispensing machines shall be under the general direction of the school principal. All proceeds are to be posted to the general fund but may be maintained at the school site. The proceeds may be expended as dictated by district accounting and purchasing policies. Proper accounting shall be submitted regularly to the Director of Business and Finance on all proceeds and expenditures.

2. Installation

Vending machines are to be installed at the expense of the local school. All contracts must be ratified by the School Board and shall go out for bid if the aggregate receipts from all machines located in a building exceed \$5000 in a fiscal year. The machines shall be so located as to meet building codes, convenience of operation, accessibility, and ease of maintenance. The placement shall be the joint decision of the local school administration, the engineering department, and the child nutrition department. All financial responsibility for the maintenance and repair shall remain with the individual school.

3. Use

Vending machines and their products may not operate in competition with school cafeterias. Their use is to broaden the services offered students and shall not be operated so as to detract or supplant the nutritional offerings of the school cafeteria. It is further recommended that attention be given to its use before or after school and before or during evening activities.

4. Guidelines for Specific Items to be Dispensed

It would be impractical to identify all items that should or should not be sold through a vending machine. With the guidelines identified under "use" the following regulations apply:

The following items may not be dispensed during lunch periods:

Coffee, tea, carbonated beverages, corn chips, potato chips, ice cream, candy, etc., and any items directly in competition with those being sold in the cafeteria. (But may be acceptable when the cafeteria is not in service.)

The following items are acceptable and may be operated at any time:
Fruit, noncarbonated beverages, milk, consommé', sandwiches, etc.
All efforts should be made to encourage cafeteria participation and the support of nutritious food.

The vending machines should be a supplement to the cafeteria and not to replace the services; consequently the major use should be before and after school hours, evening, and at those times in which the services of the cafeteria are not available.

5. Relations with Vendors

All supplies' representatives shall have a hearing relative to their products at the earliest convenient date. Subsequent visits shall be promptly acknowledged and interviews granted or not, depending upon the circumstances. Purchasing personnel are not required to put their time absolutely and indiscriminately at the disposal of all salesmen, however frequent or at whatever time, or on what mission they may be calling. The Director of Business and Finance may be the judge, but he/she is not relieved from his/her obligation of courtesy. The Duluth Public Schools shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price, and delivery, with past service being a factor if all other considerations are equal.

All letters, wires, and other types of communications shall be answered or acknowledged promptly.

The schools shall not solicit funds or material from vendors, however worthy the purpose. No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

No purchase will be made from a member of the School Board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the School District.

Approved: 06-09-1970 ISD 709
Revised: 10-19-1993
06-20-1995 ISD 709

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. (Minn. Stat. § 125A.02)
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing,

economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)

- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minn. Stat. §120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (Minn. Stat. §123B.41, Subd. 9)
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. (Minn. Stat. § 123B.41, Subd. 4)
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school. (Minn. Stat. § 126C.01, Subd. 8)
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have

been voluntarily surrendered by the student's parent or guardian. (Minn. Stat. § 123B.88, Subd. 1)

- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

The School District's responsibility is to provide transportation as a service. Riding the school bus for students is a privilege.

Student eligibility for transportation will be based on the distance of the student's residence, child care facility, or Key Zone site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.

The School Board has established the following criteria:

<u>Grade Level</u>	<u>Distance from Residence to School</u>
<u>Elementary</u>	<u>0.7 of a mile or more</u>
<u>Middle</u>	<u>1.5 miles or more</u>
<u>High</u>	<u>2.0 miles or more</u>

Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school.

Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Key Zone sites. Special transportation will be handled on an individual basis for students with disabilities.

The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.

The Traffic Hazard Safety Committee shall consist of the Transportation Manager, the appropriate principal, the School Patrol Safety Officer of the Duluth Police Department, and any others the Superintendent may designate.

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where

such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation. (Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)

- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

E. The following are specific rules and regulations relative to determining student eligibility and route scheduling for transportation of Duluth Public Schools students:

1. **If, when measuring the distance from a residential address to an assigned school, the designated distance registers within the boundaries of a resident block, students within the entire block shall be provided transportation in accordance with mileage requirements by grade level.**
2. **Distance shall be measured from the residential address of each transported student to the nearest school student entrance by an official school odometer.**
3. **School administrators desiring confirmation of the various mileage limits should contact the Transportation Manager.**
4. **A zoned map of a school attendance area indicating residential areas from which students are required to walk, as well as a map of the bus route(s) within the school attendance area, shall be made available by the Transportation Manager upon request of the principals.**
5. **Parents requesting transfers from one attendance area to another are responsible for pupil transportation arrangements based on approval. Transportation will be provided for administrative relocation of students.**
6. **The child care provider must reside in the home school attendance area. In the case of magnet schools, the home school attendance area is district wide. Established magnet school routes shall be followed in transporting students to child care provider. The child care**

residence must be eligible for transportation for grade level of child. Transportation must be on a permanent basis with one A.M. address pick up and one P.M. address drop off all days of the week within the home school attendance area. The child care arrangements must be made three (3) working days in advance of transportation.

7. **Elementary school children attending child care facilities and Key Zone sites outside their residential attendance area may apply for enrollment in the public elementary school in the attendance area of the child care facility, provided classroom space is available. It is the parent's responsibility to provide transportation to and from the child care. The School District provides transportation between the child care and the school provided the child care address qualifies within District guidelines.**
8. **Requests for transportation for students with medical handicaps will be approved upon written verification by a physician that the student, for medical reasons, does require transportation to and from school. Medical permits for transportation must be renewed at the beginning of each school year.**
9. **Transportation is provided for eligible students riding to and from school only. Students shall not ride the bus for purposes of Cub Scout and Brownie meetings, birthday parties, or visitations.**
10. **Identification passes issued to secondary students for transportation on Duluth Transit Authority vehicles can be replaced. A cost will be charged for replacement.**
11. **Vocational center students shall be provided transportation to and from their school of resident attendance.**
12. **The school bus will stop at designated discharging and receiving points within a reasonable distance of students' homes to receive and discharge students.**
13. **Students may request alternate bus stops, AM and PM. The stops must be within the eligible transportation boundary of their school. Stop changes, if approved, are assigned 5 days per week. They shall be discharged from the bus at the same bus stop at which they were received.**

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same

level of service that is provided to resident students. (Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)

- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88, Subd. 6)
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (Minn. Stat. § 123B.92, Subd. 3(b))

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (Minn. Stat. § 123B.88, Subds. 1 and 4)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (Minn. Stat. § 124D.041)

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, a resident student with a disability who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)
- B. Resident students with a disability 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 students with a disability on the basis of the handicapping condition and applicable laws. This provision 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)
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (Minn. Stat. § 125A.65)
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (Minn. Stat. § 125A.12)
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall

provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))

- G. 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)
- H. Any parent of a student with a disability 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)

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))
 - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is

located. (Minn. Stat. § 125A.51(f))

4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3(c)).

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (Minn. Stat. § 123B.88, Subd. 21)

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (Minn. Stat. § 123B.88, Subd. 1)

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10))
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05. (Minn. Stat. § 123B.36, Subds. 1(11) and 6)

- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (Minn. Stat. § 123B.36, Subd. 1(13))
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (Minn. Stat. § 123B.36, Subd. 3)

XIII. School Transportation Along Private Roadways

The Duluth Public Schools will provide transportation for eligible students living along township, road association, and private roadways if all of the following conditions are met.

1. **The distance between the residence driveway and the main road or nearest serviced turnaround must be one-half mile or more.**
2. **The roadway meets the following construction standards. The specifications are 18 foot finished driving surface. Surface of roadway must be at least 6" aggregate surface. All culverts across the roadway shall be 15" minimum diameter or larger.**
3. **The roadway is free of permanent, seasonal, or temporary safety hazards such as: unplowed roadway or turnaround, running water across roadway, tree branches or limbs in the way, steep shoulders with no guard rails, or any other possible safety compromising situations.**
4. **Adequate bus turnaround facilities are to be properly maintained. Turnaround facilities must be a minimum of 18 feet wide and 30 feet deep of finished surface without a serve grade in either direction. If a cul-de-sac is needed, it shall have a minimum 40 foot radius.**

Roadways that do not meet the specifications of this policy and are receiving service as of September 9, 2004 will continue to receive service until such time that no students are eligible for service on the roadway. At such time service is requested to resume the roadway will be evaluated using the specifications described herein.

Applications for request for school bus transportation along roadways may be obtained from the ISD #709 Transportation Department. Roadways must be inspected and certified that they meet the above specifications by a licensed engineering firm. Costs of inspection and certification are to be borne by the applicant.

Final approval and acceptance will be made by the Duluth Public School Transportation Safety Committee.

The Manager of Transportation may suspend transportation services along an approved roadway due to seasonal or temporary impassability, lack of adequate bus turn around facilities, inadequate roadway maintenance, road construction, or the existence of a hazardous safety condition.

- Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)
- Cross References:** MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 710 (Extracurricular Transportation)
MSBA Service Manual, Chapter 2, Transportation

~~3140—TRANSPORTATION OF STUDENTS~~

~~The School District's responsibility is to provide transportation as a service. Riding the school bus for students is a privilege.~~

~~Student eligibility for transportation will be based on the distance of the student's residence, child care facility, or Kid Connection site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.~~

~~The School Board has established the following criteria:-~~

<u>Grade Level</u>	<u>Distance from Residence to School</u>
Elementary	0.7 of a mile or more
Middle	1.5 miles or more
High	2.0 miles or more

~~Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school. Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Kid Connection sites. Special transportation will be handled on an individual basis for students with disabilities.~~

~~The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.~~

~~The Traffic Hazard Safety Committee shall consist of the Supervisor of Transportation, the appropriate principal, the School Patrol Safety Officer of the Duluth Police Department, and any others the Superintendent may designate.~~

~~The Superintendent shall administer the operation of transportation so as to:~~

- ~~1. Provide for safety of students.~~
- ~~2. Supplement and reinforce desirable student behavior patterns.~~
- ~~3. Assist students with disabilities.~~
- ~~4. Enrich the instructional program through carefully planned curricular and co-curricular transportation as recommended by the staff and consistent with the regulations.~~

~~The definition for curricular transportation (field trip) is a trip in which students receive transportation both ways between the home school and another location for instructional purposes.~~

The definition for co-curricular transportation is transportation provided for school-sponsored and directed activities designed to provide opportunities for students to participate, on an individual or group basis, in school or public events for the improvement of skills. Co-curricular activities are not offered for school credit, cannot be counted toward graduation, and have one or more of the following characteristics:

1. They are conducted at regular and uniform times during school hours or at times established by school authorities.
2. Although not offered for credit, they are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit.
3. They are partially funded by public monies for general instruction purposes under direction and control of the School Board.

References: MSA 123.39
EDU 220-225
EDU 240-243

Adopted: ~~06-09-1970 ISD 709~~
Revised: ~~05-14-1974~~
~~12-09-1975~~
~~07-18-1978~~
~~11-13-1979~~
~~05-11-1982~~
~~02-12-1985~~
~~07-11-1989~~
~~06-20-1995~~
~~05-20-2008 ISD 709~~

~~3142 — SCHOOL TRANSPORTATION SERVICES ALONG PRIVATE ROADWAYS~~

~~The Duluth Public Schools will provide transportation for eligible students living along township, road association, and private roadways if all of the following conditions are met.~~

- ~~1. The distance between the residence driveway and the main road or nearest serviced turnaround must be one half mile or more.~~
- ~~2. The roadway meets the following construction standards. The specifications are 18-foot finished driving surface. Surface of roadway must be at least 6" aggregate surface. All culverts across the roadway shall be 15" minimum diameter or larger.~~
- ~~3. The roadway is free of permanent, seasonal, or temporary safety hazards such as: unplowed roadway or turnaround, running water across roadway, tree branches or limbs in the way, steep shoulders with no guard rails, or any other possible safety compromising situations.~~
- ~~4. Adequate bus turnaround facilities are to be properly maintained. Turnaround facilities must be a minimum of 18 feet wide and 30 feet deep of finished surface without a serve grade in either direction. If a cul de sac is needed, it shall have a minimum 40 foot radius.~~

~~Roadways that do not meet the specifications of this policy and are receiving service as of September 9, 2004 will continue to receive service until such time that no students are eligible for service on the roadway. At such time service is requested to resume the roadway will be evaluated using the specifications described herein.~~

~~Applications for request for school bus transportation along roadways may be obtained from the ISD #709 Transportation Department. Roadways must be inspected and certified that they meet the above specifications by a licensed engineering firm. Costs of inspection and certification are to be borne by the applicant.~~

~~Final approval and acceptance will be made by the Duluth Public School Transportation Safety Committee.~~

~~The Manager of Transportation may suspend transportation services along an approved roadway due to seasonal or temporary impassability, lack of adequate bus turn around facilities, inadequate roadway maintenance, road construction, or the existence of a hazardous safety condition.~~

~~Adopted: 05-20-1997 ISD 709~~

~~Revised: 02-20-2001~~

~~09-21-2004 ISD 709~~

~~3145 — TRANSPORTATION — STUDENT ELIGIBILITY AND ROUTE SCHEDULING~~

The following are rules and regulations relative to determining student eligibility and route scheduling for transportation:

- ~~1. If, when measuring the distance from a residential address to an assigned school, the designated distance registers within the boundaries of a resident block, students within the entire block shall be provided transportation in accordance with mileage requirements by grade level.~~
- ~~2. Distance shall be measured from the residential address of each transported student to the nearest school student entrance by an official school odometer.~~
- ~~3. School administrators desiring confirmation of the various mileage limits should contact the Supervisor of Transportation.~~
- ~~4. A zoned map of a school attendance area indicating residential areas from which students are required to walk, as well as a map of the bus route(s) within the school attendance area, shall be made available by the Supervisor of Transportation upon request of the principals.~~
- ~~5. Parents requesting transfers from one attendance area to another are responsible for pupil transportation arrangements based on approval. Transportation will be provided for administrative relocation of students.~~
- ~~6. The child care provider must reside in the home school attendance area. In the case of magnet schools, the home school attendance area is district wide. Established magnet school routes shall be followed in transporting students to child care provider. The child care residence must be eligible for transportation for grade level of child. Transportation must be on a permanent basis with one A.M. address pick up and one P.M. address drop off all days of the week within the home school attendance area. The child care arrangements must be made three (3) working days in advance of transportation.~~
- ~~7. Elementary school children attending child care facilities and Kid Connection sites outside their residential attendance area may apply for enrollment in the public elementary school in the attendance area of the child care facility, provided classroom space is available. It is the parent's responsibility to provide transportation to and from the child care. The School District provides transportation between the child care and the school provided the child care address qualifies within District guidelines.~~
- ~~8. Requests for transportation for students with medical handicaps will be approved upon written verification by a physician that the student, for medical reasons, does require transportation to and from school. Medical permits for transportation must be renewed at the beginning of each school year.~~

- ~~9. Transportation is provided for eligible students riding to and from school only. Students shall not ride the bus for purposes of Cub Scout and Brownie meetings, birthday parties, or visitations.~~
- ~~10. Identification passes issued to secondary students for transportation on Duluth Transit Authority vehicles can be replaced. A cost will be charged for replacement.~~
- ~~11. Vocational center students shall be provided transportation to and from their school of resident attendance.~~
- ~~12. The school bus will stop at designated discharging and receiving points within a reasonable distance of students' homes to receive and discharge students. They shall be discharged from the bus at the same bus stop at which they were received.~~

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

Revised: ~~10-21-1975~~

~~11-13-1979~~

~~04-12-1983~~

~~02-12-1985~~

~~07-11-1989~~

~~06-20-1995 ISD 709~~

710 EXTRACURRICULAR, CURRICULAR AND CO-CURRICULAR TRANSPORTATION

I. PURPOSE

The purpose of this policy is to make clear to students, parents, and staff the school district's policy regarding extracurricular, curricular and co-curricular transportation.

II. GENERAL STATEMENT OF POLICY

The determination as to whether to provide transportation for students, spectators, or participants to and from extracurricular, curricular and co-curricular activities shall be made solely by the school district administration. This determination shall include, but is not limited to, the decision to provide transportation, the persons to be transported, the type or method to be utilized, all transportation scheduling and coordination, and any other transportation arrangements or decisions. Employees who are involved in ~~extracurricular~~ these activities shall be advised by the administration as to the transportation arrangements made, if any.

III. ARRANGEMENT OF EXTRACURRICULAR, CURRICULAR AND CO-CURRICULAR TRANSPORTATION

School district employees shall not undertake independent arrangement, scheduling, or coordination of transportation for extracurricular, curricular or co-curricular activities unless specifically directed or approved by the school district administration. All transportation arrangements made by a school district employee must be approved by a building administrator. If the school district makes no arrangements for extracurricular, curricular or co-curricular transportation, students who wish to participate are responsible for arranging for or providing their own transportation.

A. Secondary Schools For any Activity Paying an Activity Fee

1. The School District shall provide professional transportation for participants (vehicle driven by a professional bus driver, not the coach of a team) to all scheduled games, events, or contests during the regular season in and out-of-the district. Exceptions:
 - a. Trips under two miles from the home school.
 - b. Trips where the total number of participants combined from any or all schools involved are nine or less. In these cases, it is recommended that a properly licensed coach/advisor of the activity drive the participants in a school district certified TYPE III van to the event (i.e., one golfer from each of the three high schools qualifies for the State Tournament).
2. The home school, in cooperation with the Transportation Department, will determine the appropriate type and size of the professional transportation vehicle except that trips which exceed 130 miles one way shall be made in a coach.
3. Trips which are less than one hundred thirty (130) miles one way will

be made in a school bus; however, a group/team may choose to have a coach if they fund the price differential.

4. Contingent upon numbers, groups from more than one school participating in the same event are expected to share transportation. It is not the intent of this statement to require coaches/advisors to reduce the size of their team/group to fit the size of the bus in order to share transportation. However, reasonableness, common sense, and good judgment should be used when working with other schools on cooperative transportation. An activity group shall schedule no more than fifty percent (50%) of its away contests more than 100 miles one way. Exception:
 - a. The total number of away debate and speech meets in any combination that is deemed by the school administration to be reasonable shall be limited to ten (10).
 - b. No more than two trips per school to National Forensics League (NFL) sponsored activities at the district level will be funded.
5. Transportation shall not be provided for regular practice sessions on the school's designated practice area.
6. Activities that charge the students the maximum activity fee charged may elect to use up to a \$150 allocation annually for scrimmage purposes. Any amount above the allocation shall be paid by the team.
7. Participants going on regularly scheduled trips shall ride to and from the event on the professional transportation provided. Any exception must be approved by the parent and the school administration in writing prior to the trip.
8. The head and/or assistant coach/advisor must accompany and supervise the group in the bus.
9. All but the first game of M.S.H.S.L. post-season play leading up to and including a state tournament shall be paid from a designated School District account for that purpose. This account will be controlled by the Director of School Operations. All reimbursements for transportation from the M.S.H.S.L. or its affiliate levels shall be deposited in this account.

B. Secondary Schools For Any Activity Not Paying an Activity Fee (NOTE – Funding amounts below are from 2003 policies and should be reviewed)

Funding for non-participation fee paying groups shall be established annually.

Each school shall be funded up to a maximum of:

1. Academic field trips:

a. Senior high school - \$4,000

b. Middle school - \$1,000

c. Secondary Vocational - \$4,000

2. Academic Clubs for which a stipend is approved

a. Senior high school - \$1,500

b. Middle school - \$1,000

3. Performing musical groups to fulfill requests for local guest performances and to support regular season MSHSL athletic activities:

a. Senior high school - \$3,000

b. Middle school - \$1,500

(Trips that support post-season athletic competition are to be paid from A-10 above.)

4. Student who qualify through competition or by election for national competition may request assistance to partially subsidize the transportation expense for the national event.

Each request will be reviewed individually by the Executive Director of Business Services.

(Funds will come from designated account noted in A-10 above).

C. Secondary Schools Implementation Procedures

1. Advisors and/or coaches of all of the above-mentioned categories shall submit travel plans/requests through the Activities Director for the principal's approval.
2. The principal will submit a transportation budget for the following year to the Director of School Operations and the Superintendent by April 15.
3. The transportation allocation for participation fee-paying groups may vary from school to school.
4. The transportation allocation for curricular, club, and performing group trips shall be an equal and fixed amount per school.

D. Elementary Schools Special Activities Transportation

Each elementary school shall receive an equitable allocation each year to be used for the curricular (field trip) transportation needs of the school. The principal shall have the sole prerogative in determining how the allocation will be used, keeping in mind past uses of funds provided for curricular and co-curricular transportation.

The allocation for elementary curricular and co-curricular transportation shall operate as follows:

1. A specific number of trips will be allocated to each elementary classroom by August 1 preceding the school year to which this allocation applies.
2. These allocations will be determined by the Director of Finance in

conjunction with the Transportation Manager. Allocations to the elementary schools shall be based upon the availability of resources for these purposes and equity of the allocation among the schools.

3. The annual allocation of curricular (field) trips to an elementary school shall be the number of trips allocated per classroom for a given year times the number of classrooms in the school. This shall be the sum total of trips allocated a school for a given year.
4. Fund-raising, apart from the allocation, for the purpose of supplementing the school's curricular allocation shall not be permitted.
5. An evaluation of the allocation's use shall be carried on each year by the Director of Finance.
6. A school shall charge all curricular and co-curricular transportation expenditures against its designated allocation. Expenditures shall not be charged to funds established for purposes other than curricular and co-curricular transportation.

Transportation for the following purposes will not be charged against the elementary school field trip allocation:

1. Special education field trips.
2. Trips designated as extra-curricular.
3. District wide events which are apart from the activities of an individual school.

IV. NO EMPLOYEE TRANSPORTATION OF STUDENTS WITH PERSONAL VEHICLES

~~An employee must not use a personal vehicle to transport one or more students except as provided herein. However, employees may make appropriate transportation arrangements for students as necessary in an emergency or other unforeseeable circumstance.~~

The district has several TYPE III, school district vehicles to be used for scheduled trips involving small groups of students (up to 10 including driver). The vehicles may be driven by district staff that has been certified by the school district transportation department per state standards. Annual re-certification is required. District TYPE III vehicles are available on a first come first served basis and must be scheduled in advance through the school district transportation department.

~~An employee must not use a personal vehicle to transport one or more students except as provided herein. However, employees may make appropriate transportation arrangements for students as necessary in an emergency or other unforeseeable circumstance.~~

In a nonemergency situation, an employee must get prior, written approval from the

administration before transporting a student in a personal vehicle. If a school vehicle is available, the employee will use the school vehicle. The administration has the sole discretion to make a final determination as to the appropriate use of a personal vehicle to transport one or more students.

If any emergency transportation arrangements are made by employees pursuant to this section, the relevant facts and circumstances shall be reported to the administration as soon thereafter as practicable.

All vehicles used to transport students shall be properly registered and insured.

[Note: This policy provides that employees may use a personal vehicle to transport students in an emergency or other unforeseeable circumstance. An "emergency or other unforeseeable circumstance" does not include situations where regular transportation is available or scheduled.

For example, if a scheduled extracurricular event occurs outside of the school district and the school district transports a team or group of students to and from the event, an employee would be prohibited by law from using a personal vehicle to transport some students to the event. In contrast, if a student attending this same event became ill or injured and required immediate transportation home or to a health care facility, the exigent need to transport one student would not constitute regular or scheduled transportation. An employee would have authority to transport the student in a personal vehicle under these circumstances, if using a vehicle that is properly registered and insured. The expectation of the school district is that the employee would immediately contact administration about these circumstances to ensure oversight of the employee's use of this exception.

Nonregular and nonscheduled transportation also would include situations where some notice may be provided of the need for transportation to a nonscheduled event for which transportation generally is not provided by the school district. For example, a group of students may participate in a scheduled debate competition for which regular school district transportation is provided. Two students advance to a regional competition the following day. Transportation would not have been scheduled to the regional competition as the students' advancement was not predicted. These circumstances may justify an employee's use of a personal vehicle to transport the two students to the regional competition, if the vehicle is properly registered and insured. Because the employee has sufficient time to contact an administrator, advance written permission by an administrator would be expected for the purpose of overseeing that the reasons for an employee using a personal vehicle comply with the requirements of the law.]

V. FEES

In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.

Legal References: Minn. Stat. § 123B.36 (Authorized Fees)

Minn. Stat. § 169.011, Subd. 71(a) (Definition of a School Bus)
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards –
Exemption)

Cross References: MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA Service Manual, Chapter 2, Transportation

~~3170—SECONDARY SCHOOLS CURRICULAR, CO-CURRICULAR, AND EXTRA-CURRICULAR TRANSPORTATION~~

~~A. For Any Activity Paying an Activity Fee~~

- ~~1. The School District shall provide professional transportation for participants (vehicle-driven by a professional bus driver, not the coach of a team) to all scheduled games, events, or contests during the regular season in and out of the district. Exceptions:
 - ~~a. Trips under two miles from the home school.~~
 - ~~b. Trips where the total number of participants combined from any or all schools involved is nine or less. In these cases, it is recommended that a properly licensed coach/advisor of the activity drive the participants in a van to the event (i.e., one golfer from each of the three high schools qualifies for the State Tournament).~~~~
- ~~2. The home school, in cooperation with the Transportation Department, will determine the appropriate type and size of the professional transportation vehicle except that trips which exceed 130 miles one way shall be made in a coach.~~
- ~~3. Trips which are less than one hundred thirty (130) miles one way will be made in a school bus; however, a group/team may choose to have a coach if they fund the price differential.~~
- ~~4. Contingent upon numbers, groups from more than one school participating in the same event are expected to share transportation. It is not the intent of this statement to require coaches/advisors to reduce the size of their team/group to fit the size of the bus in order to share transportation. However, reasonableness, common sense, and good judgment should be used when working with other schools on cooperative transportation. An activity group shall schedule no more than fifty percent (50%) of its away contests more than 100 miles one way. Exception:
 - ~~a. The total number of away debate and speech meets in any combination that is deemed by the school administration to be reasonable shall be limited to ten (10).~~
 - ~~b. No more than two trips per school to National Forensics League (NFL) sponsored activities at the district level will be funded.~~~~
- ~~5. Transportation shall not be provided for regular practice sessions on the school's designated practice area.~~
- ~~6. Activities that charge the students the maximum activity fee charged may elect to use up to a \$150 allocation annually for scrimmage purposes. Any amount above the allocation shall be paid by the team.~~
- ~~7. Participants going on regularly scheduled trips shall ride to and from the event on the professional transportation provided. Any exception must be approved by the parent and the school administration in writing prior to the trip.~~
- ~~8. The head and/or assistant coach/advisor must accompany and supervise the group in the bus.~~
- ~~9. All but the first game of M.S.H.S.L. post-season play leading up to and including a state tournament shall be paid from a designated School District account for that purpose. This account will be controlled by the Director of School Operations. All reimbursements for transportation from the M.S.H.S.L. or its affiliate levels shall be deposited in this account.~~

~~B. For Any Activity Not Paying an Activity Fee~~

~~Funding for non-participation fee-paying groups shall be established annually with each school being funded up to a maximum of:~~

- ~~1. Academic field trips:
 - a. senior high school—\$4,000
 - b. Middle school—\$2,500
 - c. Secondary vocational school—\$4,000~~
- ~~2. Academic clubs for which a stipend is approved:
 - a. Senior high school—\$1,500
 - b. Middle school—\$1,000~~
- ~~3. Performing musical groups to fulfill requests for local guest performances and to support regular season M.S.H.S.L. athletic activities:
 - a. Senior high school—\$3,000
 - b. Middle school—\$1,500(Trips that support post-season athletic competition are to be paid from A-10 above.)~~
- ~~4. Students who qualify through competition or by election for national competition may request assistance to partially subsidize the transportation expense for the national event. Each request submitted by the coach/advisor through the principal will be reviewed individually by the Director of School Operations. (Funds will come from the designated account noted in A-10 above.)~~

~~C. Implementation Procedures~~

- ~~1. Advisors and/or coaches of all of the above mentioned categories shall submit travel plans/requests through the Activities Director for the principal's approval.~~
- ~~2. The principal will submit a transportation budget for the following year to the Director of School Operations and the Superintendent by April 15.~~
- ~~3. The transportation allocation for participation fee-paying groups may vary from school to school.~~
- ~~4. The transportation allocation for curricular, club, and performing group trips shall be an equal and fixed amount per school.~~

~~Adopted: 10-10-1978 ISD 709~~

~~Revised: 11-13-1979~~

~~04-11-1989~~

~~06-20-1995~~

~~09-16-2003 ISD 709~~

~~3175 — ELEMENTARY SCHOOLS SPECIAL ACTIVITIES TRANSPORTATION~~

~~Each elementary school shall receive an equitable allocation each year to be used for the curricular (field trip) transportation needs of the school. The principal shall have the sole prerogative in determining how the allocation will be used, keeping in mind past uses of funds provided for curricular and co-curricular transportation.~~

~~The allocation for elementary curricular and co-curricular transportation shall operate as follows:~~

- ~~1. A specific number of trips will be allocated to each elementary classroom by August 1 preceding the school year to which this allocation applies.~~
- ~~2. These allocations will be determined by the Director of Operations in conjunction with the Director of Business and Finance and Supervisor of Transportation. Allocations to the elementary schools shall be based upon the availability of resources for these purposes and equity of the allocation among the schools.~~
- ~~3. The annual allocation of curricular (field) trips to an elementary school shall be the number of trips allocated per classroom for a given year times the number of classrooms in the school. This shall be the sum total of trips allocated a school for a given year.~~
- ~~4. Fund-raising, apart from the allocation, for the purpose of supplementing the school's curricular allocation shall not be permitted.~~
- ~~5. An evaluation of the allocation's use shall be carried on each year by the Director of School Operations.~~
- ~~6. A school shall charge all curricular and co-curricular transportation expenditures against its designated allocation. Expenditures shall not be charged to funds established for purposes other than curricular and co-curricular transportation.~~

~~Transportation for the following purposes will not be charged against the elementary school field trip allocation:~~

- ~~1. Special education field trips.~~
- ~~2. Trips designated as extra-curricular.~~
- ~~3. District wide events which are apart from the activities of an individual school.~~

~~Adopted: 11-13-1979 ISD 709~~

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

Memorandum

**To: Bill Hanson
School Board**

From: Kerry M. Leider



Date: September 20, 2016

Re: Approval of Agreement with Duluth Energy (Duluth Steam – City of Duluth)

Since 1995 the District has been connected to City Steam serving the Historic Old Central High School Building. There was an agreement made at that time which continued to renew since then. With the change in operation status from the Duluth Steam Cooperative to Duluth Energy the new operator has requested updated agreements for continued service.

City Steam has been a reliable and efficient source of heat for this building and the attached agreement has been reviewed by District Administration and by Mark Knutson, the District's legal counsel, and edits to the Operator's Draft Agreement Form have been negotiated.

I recommend the School Board approve entering into an agreement with Duluth Energy to procure steam service for the Historic Old Central High school.

Attachment

**Duluth Energy Systems
STEAM SERVICE AGREEMENT**

THIS DULUTH ENERGY SYSTEMS STEAM SERVICE AGREEMENT (“Agreement”) is entered into as of _____, 2016 (“Effective Date”), by and between Ever-Green Energy, Inc., as manager for the City of Duluth, and on behalf of its agents, successors and assigns (collectively, the “Supplier”), and the following:

CUSTOMER:

Independent School District #709 - City of Duluth Public Schools

ADDRESS WHERE STEAM SERVICE IS TO BE PROVIDED:

Historic Old Central High School
215 N. First Ave East
Duluth, MN 55802

BILLING ADDRESS:

Historic Old Central High School c/o
ISD #709
Attn: Accounts Payable
215 North 1st Ave East
Duluth, MN 55802

CUSTOMER CONTACT INFORMATION:

Name: Kerry Leider
Title: Manager, Property and Risk - Duluth Public Schools
Telephone: 218-336-8700 Ext 3234
E-Mail: Kerry.leider@isd709.org

EXHIBITS:

- A. Easement
- B. Equipment Ownership and Maintenance Responsibility Schematics
- C. Connection Standards
- D. Rate Calculation Methodology & 2016 Capacity Charge Rates
- E. Definitions

**ARTICLE I
CUSTOMER PURCHASE**

1.1 The undersigned, whether one or more persons or entities or any combination thereof, all of which shall collectively be referred to herein as the “Customer”, is the owner of certain real properties located as described in Attachment 1, hereafter referred to as the “Premises”. Supplier and Customer are parties “Parties” to this agreement “Agreement”. Supplier has installed or is in the process of installing the necessary District Energy System components required “District

Energy System” to provide the Premises with High Pressure Steam ”HP Steam” for heating and other proposed purposes in the Premises “Steam Service”. Customer hereby agrees to be connected to the District Energy System and to pay for all HP Steam delivered to the Premises.

- (a) Payment obligations for any HP Steam provided may be assigned by Customer from time to time to its tenant or tenants of the Premises, but Customer agrees that it is and shall remain responsible for all Customer obligations as set forth herein and for all undisputed amounts due and owing hereunder.

1.2 Customer, in consideration of Supplier making HP Steam available to the Premises grants to Supplier, permanent easements, as set forth in Exhibit A, for the purposes of installing, operating, and maintaining the District Energy System in the Premises, and the right to extend and maintain the District Energy System through said Premises to serve other buildings.

1.3 Customer hereby grants Supplier reasonable free and unobstructed entry into the Premises for the purposes of reading Supplier’s Meters, and for maintaining the District Energy System and those components of the Premises Heating System for which Supplier has maintenance responsibility. The party to which maintenance responsibility falls for various components of the District Energy System and the Premises Heating Systems is indicated on Exhibit B. The delineation point between the Supplier-owned District Energy System and the Customer-owned Premises Heating System is located at the outlet of the Supplier’s HP Steam First Shut-off Valve in each Premise. The Meters installed in Customer’s Premises are also owned by Supplier and are components of the District Energy System. For the purposes of clarity, Supplier and Customer acknowledge and agree that the District Energy System is separate from and does not include Premises Heating System equipment.

1.4 Supplier and Customer agree that Steam Service provided under this agreement shall commence on, _____ 2016 (“Commencement Date”). The term of this Agreement shall, unless terminated as provided herein, continue until December 31, 2026 (“Initial Term”).

- (a) Upon completion of the Initial Term, this Agreement shall continue for successive three (3) year terms (the Initial Term and any subsequent terms occurring hereunder shall collectively be referred to as the “Term, unless Customer gives written notice to Supplier at least 180 days before the start of the upcoming successive term, that Customer does not elect to continue this Agreement for that upcoming successive term.”
- (b) At the end of the Term (Initial Term or any number of renewal terms), Supplier agrees to repair any damage to Premises caused by Supplier’s exercise of its rights hereunder, to the extent practical, with reasonable wear and tear excepted.

1.5 Supplier hereby agrees as follows:

- (a) To limit Customer’s share of Connection Charges, as defined in Article V, to zero dollars (\$0.00).
- (b) To provide, at no cost to Customer, maintenance and repairs to the First Shut-Off

Valves and any high pressure steam traps, valves or other District Energy System equipment installed in the Premises before (upstream of) the First Shut-Off Valves.

1.6 Customer hereby agrees as follows:

- (a) To accept HP Steam at the Premises and pay for such Steam Service in accordance with the terms detailed herein;
- (b) That unless otherwise negotiated at a later date, Customer shall, for the Initial Term and all applicable renewal term(s), use Supplier exclusively as its provider for Premises heat and domestic water heating. However, if Supplier defaults in providing steam at times that are critical to Customer in order to protect Customer's property and in order to assure that there are not substantial interruptions to Customer's operations, then Customer can use other sources of steam or other heat and domestic hot water heating for the period of the interruption and until service is restored.
- (c) That the amount paid for Steam Service is based on a rate structure established by the Supplier and approved by the City Council, the two major components of which are a Capacity Charge and a Consumption Charge, as specified in Article V. The approved Rate Calculation Methodology and associated Capacity Charge Rates as of the Effective Date of this Agreement are provided as Exhibit D. However, this is subject to the Capacity Charge Rate Cap and is also subject to maximum annual increases in Capacity Charge Rates no greater than the CPI-U Midwest Region relating to this type of service.
- (d) That Supplier's District Energy System Connection Standards (Exhibit C) have been provided to Customer. Connection Standards represent Supplier's recommendations and best practices. Connection Standards and, or, revisions to Connection Standards shall not apply to Customer retroactively.
- (g) That Customer shall retain ownership of the Premises Heating System and agrees that Supplier shall not be liable to Customer for damage caused by, or resulting from the malfunction or failure of any Premises Heating System component within the Customer's Premises except to the extent arising from Supplier's (or Supplier's agents, employees, contractors or other persons for whom Supplier is responsible), negligent acts, omissions or misconduct or breach of the contract by Supplier;
- (h) That should Supplier modify the District Energy System to provide thermal energy in the form of hot water rather than HP Steam in and around the area of Customer's Premises:
 - (i) Supplier agrees to provide Customer one-hundred and eighty (180) days' notice of such change and, at that time, to provide Customer with an offer to enter into an amendment (Hot Water Amendment) to this Agreement accepting such hot water in place of HP Steam.

(ii) During the Term of this Agreement, Supplier agrees to continue to provide Customer HP Steam in accordance with this Agreement in the event Customer elects not to connect to Supplier's hot water distribution system.

1.7 Should Customer terminate Steam Service in Premises prior to the end of the Initial Term, except due to default of Supplier, Customer shall immediately be responsible for:

- (a) The Capacity Charge described in Article V through the end of the Initial Term, based on the then current means of calculating the Capacity Charge for the system.
- (b) All other undisputed amounts due and owing hereunder from Customer to Supplier.

1.8 Upon termination of Steam Service to Customer's Premises, the easement described in Section 1.2 of this Agreement and the reasonable right of access to the Premises discussed in Section 1.3 of this agreement shall continue for the purposes of maintenance, repair, operation or extension of District Energy System equipment if such equipment remains in Premises.

1.9 Annual increases to the Capacity Charge Rate shall be capped at a no greater than the annual percentage increase in the CPI-U Midwest Region relating to this type of service, for the purposes of paragraph 5.1 (b) and Exhibit D of this Agreement and for all other purposes in this Agreement.

1.10 The parties hereto agree that this Article I and Exhibit A represent unique Customer characteristics and shall be controlling as they relate to Articles II-XII and to Exhibits B through E.

**DULUTH ENERGY SYSTEMS
STEAM SERVICE AGREEMENT**

**ARTICLE II
TERM**

2.1 The Initial Term of this Agreement commences on the Commencement Date, and continues for the period specified in Section 1.4 unless otherwise terminated according to the terms detailed herein below.

- (a) The Commencement Date shall be the date on which Customer first begins to consume District Energy System-provided HP Steam. If the Commencement Date occurs after the date specified in Section 1.4 due exclusively to Supplier delays, Customer shall not be billed for, and Supplier shall credit Customer the total of Capacity Charges which would have been due between the date specified in Section 1.4 and the date District Energy System-provided HP Steam was first available for consumption by Customer. In this circumstance, the Initial Term end date shall not change from that specified in Section 1.4.

**ARTICLE III
CONNECTION TO SYSTEM**

3.1 The District Energy System shall remain the personal property of Supplier and shall not be deemed a fixture of the Premises, and the Premises Heating System shall remain the personal property of Customer and shall not be deemed a part of the District Energy System.

3.2 Customer shall provide a safe and secure space within the Premises that is reasonable and appropriate for the installation, inspection, testing, repair maintenance, operation, replacement and removal of the District Energy System.

3.3 Except as otherwise specified in Article I of this Agreement, Customer shall be responsible for maintaining the Premises Heating System during the term of this Agreement, at Customer's sole cost and expense, provided, however, that if the Premises Heating System is damaged or destroyed as a result of negligent acts or omissions or willful misconduct or breach of contract of Supplier or its agents, employees, contractors or other persons for whom Supplier is responsible, then Supplier shall be liable for the cost of the required repairs or replacements. If such Supplier-responsible damage or destruction of Premises Heating System prevents customer from consuming Supplier-provided HP Steam, Customer shall not be billed for total of Capacity Charges and Consumption Charges which would have been due Supplier between the date the Premises Heating System was disabled and the date it was restored and made capable of consuming Supplier-provided HP Steam.

3.4 Unless otherwise stipulated in Article I, Customer will furnish the following at the Customer's sole expense:

- (a) One or more main hand control valves by which HP Steam may be shut off from

all parts of the Customer's Premises Heating System internal to the Premises. Such valve(s) shall be installed after (downstream of) the Supplier's First Shut-off Valve.

- (b) Proper piping to permit the installation of Supplier-owned and installed Meter.
- (c) Any necessary pressure reducing valve(s) and accessories required to reduce the pressure carried in Supplier's District Energy System to that pressure required by Customer's Premises Heating System or other steam energized equipment.

Note: Any such Premises Heating System valves, piping, or other steam components installed upstream (on the high pressure side) of the reducing valve(s) shall be designed and rated for (saturated) steam at an operating pressure of at least 250 pounds per square inch (psi).

- (d) Properly sized and configured safety valve(s) and safety valve vent piping.
- (e) A sewer connection or other means of disposing of condensate, appropriately designed to provide Supplier's Condensate Meter a free flowing discharge.

3.5 Unless otherwise specified in Article I and Exhibit B, all piping and other equipment between Supplier's First Shut-off Valve and the condensate drain into the sewer connection, with the exception of Supplier's Meter, shall be installed, owned and maintained by the Customer. Supplier shall not be liable for any damages resulting from any failure of such equipment, or of any other part of the Customer's Premises Heating System installation, except if such damage is a result of Supplier's negligent acts or omissions or willful misconduct of Supplier, its agents, employees, contractors or other persons for whom Supplier is responsible. All equipment between and including the Supplier's plant(s) and the First Shut-off Valve; and all Meters located in, on or around the Premises, shall be the installed, maintained and owned by Supplier as depicted in Exhibit B.

3.6 The Customer shall promptly notify Supplier of any leaks known to Customer within Customer's Premises. Customer agrees that it remains responsible for payment of applicable Consumption Charges for all HP Steam consumed on the Premises, unless there is a leak or loss of steam or condensate that is not attributable to the actions of Customer or does not emanate from Customer's Premises Heating System. Customer shall not be responsible for such leak or loss of condensate from Premises Heating System attributable to negligent acts or omissions or willful misconduct or breach of contract of Supplier or its agents, employees, contractors, or other persons for whom Supplier is responsible, or for leaks or losses from Supplier's District Energy System.

3.7 Supplier may, at reasonable times, inspect the Customer's Premises Heating System installation, and shall provide Customer with notice of any repairs or modifications noted by Supplier for which Customer is responsible which are necessary to conform to applicable federal, state or local codes, rules or regulations ("Code") or the requirements of Supplier's Connections Standards. Supplier shall not be held responsible or liable for issues caused by such deficiencies in Customer's Premises Heating System which Supplier does not detect or report to Customer. Undisputed repairs or modifications necessary to prevent imminent harm to persons or property

shall be completed in an expedient manner by Supplier to correct District Energy System or Premises Heating System issues for which Supplier is responsible, or by Customer to correct Premises Heating System issues for which Customer is responsible.

ARTICLE IV **DISTRICT ENERGY SYSTEM**

4.1 "District Energy System" shall mean all production and distribution equipment, facilities, materials, and any other type of property now or hereafter owned, operated, or controlled by Supplier for the purpose of or incidental or useful to producing, distributing, receiving, collecting, monitoring and metering steam, excluding any part of any Customer's Premises Heating System.

4.2 All property constituting a part of the District Energy System in, on or around the Premises, shall at all times be the property of Supplier, and upon the earlier of termination or expiration of this Agreement and any extension or amendments hereto, Supplier shall have the right at its option to remove such property from the Premises as provided in 1.4(b);

- (a) Supplier shall inform Customer of its intention to remove the property from the Premises within thirty (30) days after the earlier of the termination or expiration of this Agreement, or such property shall become the property of Customer. If Supplier shall elect to cause the removal of its property (and thus, also restoration of Customer's Premises), it shall do so within sixty (60) days following the date of notice of its intention to remove such property unless any delay in such removal is caused by or is the result of any obstruction or interference caused by Customer.
- (b) Customer shall have the right to demand that Supplier remove its property from the Premises at the end of this Agreement if Supplier does not elect to do so on its own. Customer can make such a demand to remove Supplier's property at any time and Supplier shall remove its property from the Premises within 180 days of the date of Customer's demand, or within 180 days after the end of this Agreement, whichever is later. However, if Supplier has extended its system to serve other buildings, Supplier shall be entitled to keep such property in the Premises as is necessary to serve those other buildings.
- (c) Any removal by Supplier of any System equipment following the termination or expiration of this Agreement shall not affect or otherwise modify Supplier's right to keep and maintain its rights of access created hereunder in, on or around premises for any remaining equipment. Customer agrees Supplier shall have the right to extend and maintain its system through Premises to serve other buildings. Supplier agrees that it will take the necessary steps to ensure that any such activity will not negatively impact Premises or Customer's intended use of Premises.

4.4 Commencing on the Effective Date of this Agreement, Supplier and its employees, agents, contractors and representatives shall have a non-exclusive right of reasonable access to and through the Premises, to the extent reasonably necessary for the convenient and efficient exercise and performance of Supplier's rights, duties and obligations under this Agreement, including the installation, testing, maintenance, operation, repair, replacement and removal of the District Energy

System.

- (a) Neither Customer nor its agents, employees, tenants, customers, contractors or other persons under its control shall knowingly authorize or permit any person (other than a duly authorized employee or agent of Supplier) to operate, maintain, alter or otherwise have access to any component of the District Energy System or other property of Supplier located on, in or around the Premises without the consent of the Supplier, or to break or replace any seal or lock of Supplier, or to alter or interfere with the operation of the Meter or Supplier's connection, or any other equipment installed by Supplier in, on or around the Premises; **provided, however**, that if Customer reasonably believes that access to the aforementioned equipment or property is necessary to prevent imminent harm to persons or property, then such access shall be permissible if and only if Customer takes only those actions with respect to such equipment or property, as it believes are reasonably necessary to prevent said imminent harm and Supplier is promptly notified of such access and other action taken by Customer.

4.5 Supplier shall, at its own expense, replace the wear parts in all Meters with calibrated parts as often as is necessary to ensure accurate HP Steam consumption measurement. Additional Meter calibration tests will be conducted by Supplier upon reasonable request by a Customer. Such additional tests shall be paid for by the Customer unless the Meter is found to register more than two and one-half percent (2.5%) high. Metering Equipment will be considered accurate if within two and one-half percent (2.5%) of actual measured flow. Supplier shall credit or charge the Customer's account for any amounts overbilled or under-billed as a result of Meter calibration issues or malfunctions, starting on the date the Meter began to malfunction (when it can be determined) or to the first billing cycle of the current calendar year, whichever is later. The parties hereto agree that all such Meters shall remain the property of the Supplier, and that the Supplier assumes all responsibility for the maintenance and operation of all such Meters.

4.6 If it is reasonably determined that a Meter has been knowingly or deliberately tampered with by Customer, its agents, employees, representatives or contractors, so as to avoid proper measurement, Supplier shall immediately notify Customer and provide Customer the opportunity to investigate the situation and take corrective actions which shall provide Supplier with reasonable assurance that further tampering will not occur. If such assurance is not provided within ten (10) business days after Customer has been notified of the issue, Supplier may discontinue service. In this case, Steam Service will not be restored until the metering deficiency has been corrected and Customer has paid, in full, the Supplier's reasonably estimated Consumption Charge for the amount of HP Steam consumed but not metered, plus any and all reasonable costs incurred by Supplier which are directly attributable to the tampering, and any and all reasonable costs expended by Supplier in such effort to determine the cause of and amount of any such deficiency. If Supplier discovers that the Meter was deliberately and/or willfully tampered with, and Customer had knowledge of such tampering and did not immediately report it to Supplier, Supplier may, at its discretion, elect not to restore the affected service.

4.7 Supplier may, whenever it determines it necessary to make repairs or extensions to the District Energy System, temporarily shut off the supply of HP Steam to any Customer provided a reasonable notice of such intention is given to the Customer, and that such repairs or extension are

made with due diligence, and Supplier makes all commercially reasonable efforts to avoid any interruption, reduction or complete shut off of the supply of HP Steam during the normal business hours of the Premises. In such event, Supplier shall not be liable for any damage caused by, or resulting from, such suspension of Steam Service. Notice of shut off shall not be required, however, if the repairs are necessitated by unavoidable accident or risk of damage or harm to others in proximity to District Energy System happening beyond the control of Supplier. Notice to any party identified by Customer as being in charge of said Premises shall be deemed notice to the Customer for the purpose of this Article IV.

ARTICLE V

CHARGES AND ADJUSTMENTS

5.1 Customer shall pay the “Capacity Charge” for the HP Steam supplied to Premises. Unless otherwise specified in Article I, the monthly Capacity Charge shall be determined annually by Supplier according to policy approved by the Duluth City Council. The City Council approved policy in effect as of the Effective Date of this Agreement is provided as Exhibit D. The Capacity Charge reflects the anticipated fixed costs of Supplier incurred in supplying HP Steam to Customer on a monthly basis during the ensuing twelve month period.

- (a) Fixed costs used to determine the Capacity Charge include, but are not limited to, the amortized costs of acquiring, installing and constructing the District Energy System and financing costs related thereto, and projected maintenance and operational costs. The Capacity Charge is an annual charge , which shall be billed to Customer in twelve (12) equal consecutive monthly installments spread over the course of the ensuing calendar year, **provided, however**, that Customer may, at its sole discretion, elect to pay the Capacity Charge as determined hereunder in one lump sum on or before January 31 of any given year. The Capacity Charge shall be established by Supplier pursuant to this Agreement in each calendar year, with the first monthly payment of the Capacity Charge appearing on the January Invoice.
- (b) The Capacity Charge payable by Customer shall be based on Customer's projected HP Steam consumption in relation to the projected aggregate HP Steam consumption by all District Energy System customers. In the event Supplier connects new customers to the District Energy System which results in more than a five percent (5%) reduction in Customer’s Capacity Charge, the Supplier, shall re-determine the Capacity Charge payable by Customer as of the commencement of Steam Service to such other customers. The Capacity Charge, if adjusted as aforesaid, shall remain unchanged until it is adjusted again pursuant to the terms of this Article V. The Capacity Charge Rate Cap described in Article I of this Agreement shall remain in effect throughout the Term, even if the aggregate District Energy System consumption decreases sufficiently to have otherwise increased the Customer’s Capacity Charge beyond the Capacity Charge Rate Cap.
- (c) Unless otherwise stipulated in Article I, the Capacity Charge payable by Customer shall be recalculated annually each December for the ensuing twelve (12) month period based on the methodology approved by the Duluth City Council and as adjusted in this Agreement. The approved methodology as of the Effective Date of

this Agreement is provided as Exhibit D.

5.2 Customer shall also pay to Supplier the monthly “Consumption Charge” for HP Steam actually provided to Customer during each month. The Consumption Charge rate shall be based on the variable costs incurred by Supplier in providing HP Steam, including, but not limited to, the cost of fuel, water, electricity, and additives.

- (a) Customer's Consumption Charge shall be calculated by measuring the volume of HP Steam consumed in Customer's Premises using Supplier's Meter and multiplying the measured consumption by the Consumption Charge rate as per the method set forth in Exhibit D.
- (b) In the case of failure of Supplier's Meter to accurately measure the amount of HP Steam consumed by Customer, an estimate of the HP Steam actually consumed shall be made by Supplier based upon the average consumption of the Customer or of customers similarly situated to Customer during prior periods with similar outside temperatures; **provided however**, that such estimated adjustment period shall not exceed the beginning of the current calendar year.
- (c) In the event Customer believes the Premises Heating System is causing an inaccurate measure of HP Steam consumption, it is the Customer's responsibility to provide evidence of the issue to Supplier. Adjustments to charges for HP Steam consumption due to the malfunction of the Premises Heating System shall be made by Supplier for a maximum of ninety (90) days, if warranted, or for such longer period as determined at the sole and complete discretion of Supplier, **provided, however**, that such adjustment period shall not exceed the beginning of the current calendar year unless mutually agreed upon by the parties.
- (d) In the event Supplier reasonably determines the Premises Heating System is deficient or being operated by Customer in a manner which results in less than complete metering of all consumed HP Steam, Supplier shall:
 - (i) Immediately provide Customer with written notice of the discovered deficiency or inappropriate operation;
 - (ii) Estimate, based on the best data and information available, the consumption charge for HP Steam consumed but not metered. In no single incident shall Supplier bill customer for more than 90 days of inadvertently un-metered HP Steam consumption.
 - (iii) Provide Customer with a written explanation of how the estimate was arrived at. Customer shall be obligated to pay all undisputed charges over a period of time not to exceed ninety (90) days. Disputed charges shall be resolved pursuant any dispute resolution provisions of this Agreement and pursuant to the rights of the parties under the law if not addressed in any dispute resolution provisions of this Agreement.

5.3 Customer shall pay to Supplier, any applicable taxes pertaining to or resulting from the supply of HP steam to the Customer and /or the use of such HP Steam by Customer.

5.4 Customer shall pay to Supplier the sanitary sewer fee at the then applicable rate as established by the City of Duluth or such other governmental authority responsible for such sanitary sewer system **when** use of the HP Steam provided by Supplier results in discharge into the **sanitary** sewer system. However, if Customer pays any sanitary sewer fee directly to the City of Duluth or other governmental authority responsible for the sanitary sewer system, then Customer will not pay this fee to Supplier.

ARTICLE VI **PAYMENT TERMS**

6.1 Supplier shall deliver to Customer monthly statements reflecting all amounts then owing by Customer ("Invoice") by the tenth (10th) day of each month, including the Capacity Charge, the Consumption Charge and any additional amounts incurred by or otherwise accruing to Customer. Payment shall be due in full on or before the last day of the month in which that Invoice was timely delivered to Customer by Supplier.

6.2 Any undisputed amounts owing by Customer to Supplier pursuant to the terms of this Agreement and not paid when due shall accrue interest at the rate of 1.5% per month or the highest rate permitted by Minnesota Statute, whichever is less, until all amounts due hereunder are paid in full ("Service Charge").

ARTICLE VII **EVENTS OF DEFAULT**

7.1 The occurrence at any time of any of the following events shall constitute a "Supplier Default" unless such event occurs by reason of a Force Majeure Event as defined in Article X Section 10.3:

- (a) The failure of Supplier to provide Customer with HP Steam as required by this Agreement if and only if:
 - (i) Supplier has not provided Customer with substitute heat reasonably capable of meeting the Premises Heating System requirements of Customer; and
 - (ii) Such failure is not due to an interruption of service that is permitted pursuant to Article X below, and such failure continues for 10 consecutive days; and
 - (iii) Customer is ready, willing and able to receive such HP Steam and Supplier's failure is not otherwise the result of Customer's acts or omissions, or those of its agents, employees, tenants, customers or contractors, or of any other persons for whom Customer is responsible

or over which Customer has control; or

(iv) For a continuous period of forty-five (45) days Supplier is unable to provide HP Steam to the Customer in substantial compliance with this Agreement. Substantial compliance with this Agreement shall mean HP Steam is supplied to Customer by way of the Supplier's permanently installed District Energy System at a sufficient pressure and rate to maintain Premises Heating System steam operating pressures at or above the operating pressures experienced during all Premises operating conditions prior to Supplier's initial failure to provide HP Steam.

(b) If Supplier fails to perform or cause to be performed any obligation other than the requirement to provide HP Steam or substitute heat required to be performed by Supplier under this Agreement, **provided, however**, that if such failure by its nature can be cured, then Supplier shall have a period of forty-five (45) days after receipt of written notice from Customer of such failure to cure the same, and a Supplier Default shall not be deemed to exist during such period, and **provided further**, that if Supplier commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for an additional period of up to sixty (60) days to effect such cure.

7.2 At the discretion of Supplier, the occurrence at any time of any of the following events may constitute a "Customer Default" unless such event occurs by reason of a Force Majeure Event as defined in Article X:

- (a) The failure of Customer to pay on or before the 15th day following the date when due and payable any undisputed amounts owing to Supplier under this Agreement;
- (b) If Customer fails to perform or cause to be performed any other obligations required to be performed by Customer under this Agreement, **provided, however**, Customer shall have a period of forty-five (45) days after receipt of written notice from Supplier of such failure to cure the same, and a Customer Default shall not be deemed to exist during such period, and **provided further**, that if Customer commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for additional sixty (60) days.
- (c) If the Customer Default is of such nature that immediate action on the part of Supplier is required, Supplier may terminate HP Steam supply to the Customer and to any and all Premises subject to the terms and conditions of this Agreement. Immediate actions are those instances that pose direct, immediate harm to the occupants of the Premises, such as uncontrolled leak. In such event, Supplier shall provide Customer reasonable time and opportunity to cure the default by removing the risk of imminent harm to life or property. Provided Customer is diligently and in good faith attempting to affect such cure, Supplier shall not terminate this Agreement.

ARTICLE VIII
REMEDIES

8.1 Customer's remedies upon the occurrence of a Supplier Default are as follows:

- (a) If a Supplier Default described in Section 7.1 above has occurred and Supplier has failed to cure such default within the time allowed thereunder, then this Agreement may be terminated by Customer upon five (5) days written notice and this Agreement shall be of no further force or effect.
- (b) Customer shall be entitled to an abatement of the Capacity Charge from the date on which such Supplier Default commenced through the date on which such Supplier Default is waived or cured or on which this Agreement is terminated.
- (c) In addition to the rights and remedies of Customer set forth above, Customer may pursue any and all other rights or remedies available to it at law or in equity upon the occurrence of a Supplier Default, including but not limited to any claims which Customer may have for property damage, (note, these provisions should not prevent claims for property damage, etc. from escape of steam, etc.)

8.2 Supplier's remedies upon Customer Default are as follows:

- (a) If any Customer Default described in Section 7.2 has occurred and Customer has failed to cure such default within the time allowed thereunder, then this Agreement may be terminated by Supplier upon five (5) days written notice and this Agreement shall be of no further force or effect except for the provisions of Section 1.7. Upon such termination, Supplier shall have the right to immediately discontinue the supply of HP Steam to Customer, and also shall have the right to disconnect all related piping and connections.
- (b) In addition to the rights and remedies of Supplier set forth above, Supplier may pursue any and all other rights or remedies available to it at law or in equity upon the occurrence of a Customer Default, including but not limited to any claims which Supplier may have for property damage.

8.3 Nothing in this Agreement is intended to cause either party to be, and neither party shall be, liable to the other party for any lost business, lost profits or revenues (other than profits and revenues lost by Supplier directly from Customer on account of a Customer Default), all claims for which are hereby irrevocably waived by Customer and Supplier.

ARTICLE IX
TERMINATION

9.1 Notwithstanding anything to the contrary herein, if one or more of the following events or conditions shall exist or occur Supplier may elect at its option to terminate this Agreement by

giving notice to Customer not less than sixty (60) days prior to the date of such termination:

- (a) Customer's Building is abandoned, destroyed, demolished, substantially destroyed or demolished and Customer does not commence restoration of the building within ninety (90) days after the date the damage occurs; becomes permanently inoperable or is taken by right of eminent domain for a period of 20 days or more; or,
- (b) It becomes unlawful under any valid federal or state law, regulation or rule for either Supplier to deliver to the Customer or the Customer to receive and pay for Thermal Energy.

9.2 If one or more of the following events or conditions shall exist or occur, Customer may elect at its option to terminate this Agreement by giving notice to Supplier of such fact no less than) sixty (60) days prior to the date of such termination:

- (a) It becomes unlawful under any valid federal or state law, regulation or rule for either Supplier to deliver to Customer or Customer to receive and pay for Thermal Energy;
- (b) For a continuous default lasting more than twenty (20) days, Supplier is unable to deliver HP Steam to the Customer in substantial compliance with this Agreement or if there is substantial damage to Customer's property or substantial interference with Customer's operations.

9.3 Upon the termination or expiration of this Agreement, any undisputed amounts then owing by a party to this Agreement to other party to this Agreement (including the amounts set forth in any riders attached hereto, if applicable), shall become immediately due and payable according to the terms herein, and the then future obligations of Customer or Supplier under this Agreement shall be terminated, including the requirements of Article 5 through the end of the Initial Term or any renewal terms if the Customer is in a renewal term, and all Capacity Charges and Consumption Charges, excepting the indemnity obligations set forth in Article XI below.

ARTICLE X

SERVICE INTERRUPTIONS

10.1 Supplier shall have the right to interrupt or reduce Customer's HP Steam supply for a reasonable duration, upon prior notice to Customer, for the purpose of performing ordinary maintenance, repairs, replacements, connections or changes (on or off the Premises) of or to the District Energy System, or any other equipment or apparatus which is required by good engineering and operating practices or by manufacturers' specifications. Supplier shall diligently attempt to restore service as soon as is reasonably possible and, in order to minimize interference with the normal operation of the Premises, Supplier shall schedule such interruptions and reductions during summer months and during non-business hours to the extent reasonably practicable. Supplier shall not allow damage to Customer's property or substantial interference with Customer's operations.

10.2 Supplier shall have the right to interrupt or reduce Customer's HP Steam supply for a duration determined necessary by Supplier, in its good faith judgment, without prior notice to Customer, if: a Force Majeure Event has occurred that causes or requires such interruption or reduction of such service; or the Premises Heating System, the District Energy System, or the Premises has become dangerous or defective in Supplier's good faith judgment and, as a result thereof, Supplier believes that such interruption or reduction is necessary to prevent injury to other persons or damage to or destruction of any component of the District Energy System or the Premises Heating System, or to prevent the interruption or reduction of Supplier's steam service to its other customers. Supplier shall not allow damage to Customer's property or substantial interference with Customer's operations unless this is unavoidable.

10.3 **Force Majeure Events.** If either party to this Agreement is prevented from or delayed in performing any of its obligations under this Agreement by reason of a Force Majeure Event, including but not limited to strikes, labor unrest, war, acts of nature, acts of God, or acts of terrorism, such party shall notify the other party in writing as soon as practicable after the onset of such Force Majeure Event, and shall be excused from the performance of its obligations under this Agreement to the extent such Force Majeure Event has interfered with such performance. The party whose performance under this Agreement is prevented or delayed as the result of a Force Majeure Event shall use reasonable efforts to remedy its inability to perform. If a party's failure to perform its obligations under this Agreement is due to a Force Majeure Event, then such failure shall not be deemed a Supplier Default or a Customer Default. Notwithstanding anything in this Section to the contrary, the rights of access of the Supplier and the payment obligation of Customer under this Agreement shall not be interfered with, excused or delayed as the result of a Force Majeure Event.

ARTICLE XI INDEMNIFICATION

11.1 TO THE EXTENT PERMITTED BY LAW SUPPLIER SHALL FULLY INDEMNIFY, SAVE HARMLESS AND DEFEND CUSTOMER FROM AND AGAINST ANY AND ALL EXPENSES INCURRED BY CUSTOMER IN CONNECTION WITH OR ARISING FROM ANY CLAIM BY A THIRD PARTY FOR PHYSICAL DAMAGE TO OR PHYSICAL DESTRUCTION OF PROPERTY, OR DEATH OF OR BODILY INJURY TO ANY PERSON, CAUSED BY (i) THE GROSS-NEGLIGENCE OR MISCONDUCT OR BREACH OF CONTRACT OF SUPPLIER, ITS AGENTS OR EMPLOYEES, OR OTHERS UNDER SUPPLIER'S CONTROL, AND (ii) A SUPPLIER DEFAULT.

11.2 TO THE EXTENT PERMITTED BY LAW CUSTOMER SHALL FULLY INDEMNIFY, SAVE HARMLESS AND DEFEND SUPPLIER FROM AND AGAINST ANY AND ALL EXPENSES INCURRED BY SUPPLIER IN CONNECTION WITH OR ARISING FROM ANY CLAIM BY A THIRD PARTY FOR PHYSICAL DAMAGE TO OR PHYSICAL DESTRUCTION OF PROPERTY, OR DEATH OF OR BODILY INJURY TO ANY PERSON, CAUSED BY (i) THE GROSS-NEGLIGENCE OR MISCONDUCT OR BREACH OF CONTRACT OF CUSTOMER, ITS AGENTS OR EMPLOYEES, OR OTHERS UNDER CUSTOMER'S CONTROL, AND (ii) A CUSTOMER DEFAULT.

11.3 Any party seeking indemnification under this Article XI ("Indemnified Party") shall deliver to the party against whom they are seeking indemnity ("Indemnitor") a notice describing the facts underlying its indemnification claim and the amount of such claim ("Claim Notice"). A

Claim Notice describing any action at law or in equity involving an Indemnified Party shall be delivered promptly to the Indemnitor after the such Indemnified Party receives notice that such action or suit has commenced; **provided, however**, that failure to deliver such Claim Notice as aforesaid shall not relieve the Indemnitor of its obligations under this Article XI, except to the extent that such Indemnitor has been prejudiced by such failure.

11.4 The amount to which an Indemnified Party is entitled under this Article XI shall be determined by (i) a mutually satisfactory written agreement between such Indemnified Party and the Indemnitor, (ii) a final judgment or decree of any court of competent jurisdiction, or (iii) any other means agreed upon by such Indemnified Party and the Indemnitor.

11.5 If requested by an Indemnified Party, the Indemnitor shall assume on behalf of the Indemnified Party, and conduct with due diligence and in good faith, the defense of such Indemnified Party with counsel reasonably satisfactory to the Indemnified Party; **provided, however**, that if the Indemnitor is a defendant in any such action and the Indemnified Party believes that there may be legal defenses available to it which are inconsistent with those available to the Indemnitor, the Indemnified Party shall have the right to select separate counsel to participate in the defense of such action at the Indemnitor's expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in this Article XI applies, and the Indemnitor fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by the Indemnified Party, then the Indemnified Party may, at the Indemnitor's expense, contest or, with the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, contest or settle such claim, action, proceeding or investigation. All reasonable costs and expenses incurred by the Indemnified Party in connection with any such contest or settlement shall be paid by and shall be an obligation hereunder of the Indemnitor.

11.6 The provisions of this Article XI shall survive the expiration or termination of this Agreement.

ARTICLE XII **MISCELLANEOUS**

12.1 Customer shall be able to assign its obligations under this Agreement if and only if Customer is concurrently assigning or otherwise conveying its entire interest in the Premises, provided that such assignee must acknowledge and accept such assignment and assume all of Customer's obligations in writing, and provided further than such assignment shall not relieve Customer from liability for any of the payment obligations of Customer then existing, unless otherwise specifically agreed to in writing by such assignee and by Supplier.

12.2 Supplier shall have the right to assign its interests hereunder at its sole discretion and the Customer hereby agrees that all of the rights, powers and remedies of Supplier shall inure to the benefit of Supplier's successors and assigns. Supplier's assignment shall not relieve Supplier of any obligations or liabilities under this Agreement, Customer provides written consent thereto; which consent shall not be unreasonably withheld, conditioned or delayed.

12.3 This Agreement (including any Exhibits attached hereto) represents the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior

and contemporaneous oral or written agreements.

12.4 This Agreement shall not be amended, modified or supplemented without the written agreement of Supplier and Customer at the time of such amendment, modification or supplementation.

12.5 No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a party to this Agreement to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provision or upon the occurrence of any Supplier Default or Customer Default, as applicable, shall not constitute a waiver of any rights of such party, and, subject to the notice requirements of this Agreement, such party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Supplier Default or Customer Default. Receipt by a party to this Agreement of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document. Any approvals required under this Agreement must be in writing, and signed by the party whose approval is being sought.

12.6 In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation of such provision by any administrative agency or any court of competent jurisdiction, Supplier and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect. If any provisions of this Agreement are determined to be invalid, the remaining provisions shall be given full force and effect to the extent possible.

12.7 This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement. The parties hereto agree that scanned or electronic signatures shall be considered as originals.

12.8 This Agreement shall be governed by and construed in accordance with the laws of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in the City of Duluth, Saint Louis County, Minnesota. This paragraph does not limit the parties' power to arbitrate any disputes by mutual consent.

12.9 This Agreement is only for the benefit of the parties to this Agreement, their successors and permitted assigns and persons expressly benefited by the indemnity provisions of this Agreement. Unless otherwise identified herein, no other person (including, without limitation, tenants of the Premises) shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any party of its obligations under, this Agreement.

12.10 Except as provided in Article IX of this Agreement, including Section 11.5, in the event the Parties are required to employ legal counsel or incur other expenses to enforce any obligation of the other Party hereunder, each party shall be responsible for its own incurred legal expenses and shall not be entitled to recover such expenses from the other Party.

12.11 Supplier reserves the right from time to time to assign its rights under this Agreement (including its rights to payments hereunder) to one or more creditors (each, a "Secured Party") as collateral security for one or more financings, and Customer hereby agrees to any and all such assignments. As a result of such assignment, Customer may receive notice from such Secured Party with an assertion that an event of default has occurred under the financing, and that payments under this Agreement are to be made to such Secured Party. Customer also hereby agrees to make such payments to such Secured Party, and Supplier agrees to hold Customer harmless for making such payments to such Secured Party after Customer has received such notice of default. Customer further agrees that all such Secured Parties shall be deemed third- party beneficiaries of this Agreement, until such time as Customer receives written notice to the contrary from Supplier and each such Secured Party.

12.12 All notices, communications and waivers under this Agreement shall be in writing and shall be hand delivered or mailed, postage prepaid, to the addresses as set forth herein, or to any other address as the parties to this Agreement shall designate in writing.

12.13 This Agreement shall not be binding upon Customer until such time as it is signed by a duly authorized representative of Customer. The person(s) executing this Agreement on behalf of Customer represent(s) and warrant(s) that, if Customer is a corporation or a partnership or other legal entity, the undersigned is/are duly authorized and empowered to execute and enter into this Agreement, and obligate and bind Customer to this Agreement and to the covenants, obligations, and requirements hereof.

12.14 This Agreement shall not be binding upon Supplier until such time as it is signed by a duly authorized representative of Supplier. Supplier's representative executing this Agreement also represents and warrants that he or she is duly authorized and empowered to enter into this Agreement on behalf of Supplier and obligate and bind Supplier to this Agreement and to the covenants, obligations, and requirements hereof..

12.15 In the event that a dispute arises between the Supplier and the Customer, they shall first attempt to resolve such issues between themselves. If they are not successful in doing so, then the parties shall participate in nonbinding mediation with a mutually agreed mediator and shall do so within 90 days of the request for mediation by either party. If the parties do not resolve their dispute through mediation, then they may exercise all rights which they have to resolve such dispute. If any applicable statute of limitation might run during the time for mediation, the parties may commence an action as permitted by law without waiting for the completion of the mediation, but shall still participate in the mediation nonetheless if that is possible.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first written above.

CUSTOMER:

By: _____ Date: _____
(Signature)

Print Name: _____

Its: _____

SUPPLIER: (by and through its manager, Ever-Green Energy, Inc.):

By: _____ Date: _____
(Signature)

James G Green

Its: General Manager

EXHIBIT A - Easement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Easement Agreement**”) is made and entered into as of this day of _____, 20____ by _____ and _____, a(n) _____ existing under the laws of the State of Minnesota (hereinafter referred to as “**Grantor**”) and the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as “**Grantee**”).

WHEREAS, Grantor is the owner of the real property (the “**Premises**”) located in the City of Duluth, St. Louis County, Minnesota, commonly known as _____ with a street address of _____, which Premises is legally described on Exhibit 1 attached hereto and incorporated herein; and

WHEREAS, Grantor desires to receive high pressure steam service (the “**Steam Service**”) from Grantee for heating and other purposes at the building located on the Premises; and

WHEREAS, in order for Grantee to provide the Steam Service to the Premises, certain piping, equipment and other appurtenances thereto (collectively, “**District Energy System Equipment**”) must be installed and/or constructed by Grantee or its agents at the Premises to enable the premises’ heating system (“**Premises Heating System**”) owned by Grantor and located at the Premises to be connected to the Grantee’s district heating system; and

WHEREAS, in order to facilitate the installation and construction of the District Energy System Equipment to provide the Steam Service, Grantor and Grantee are entering into a certain Steam Service Agreement (the “**Service Agreement**”), pursuant to which Grantee shall agree to provide the Steam Service to the Premises in consideration of Grantor agreeing to certain obligations which shall include, among other things, granting an easement to Grantee for District Energy System Equipment; and

WHEREAS, the parties recognize that an easement through a portion of the Premises for the construction, installation, inspection, maintenance, repair, replacement, reconstruction, and improvement of the District Energy System Equipment is necessary for Grantee to deliver the Steam Service in accordance with the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, covenants, and agreements of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Grantor and Grantee hereby represent, covenant, and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns, the following easement (the “**Easement**”):

A permanent nonexclusive easement in, under and through the portion of the Premises depicted/legally described in Exhibit 2 attached hereto and incorporated herein (the “**Easement Property**”) for the construction, installation, inspection (including reading of meters), maintenance, repair, replacement, reconstruction, or improvement of the District Energy System Equipment to be located subsurface and/or within the building or buildings located at the Premises, including the right to enter onto the Easement Property for the foregoing purposes and further including the right of access to the Easement Property through the structures or improvements now or hereafter located on all or a part of the Premises. The Easement expressly includes the right of Grantee to extend its pipes through and outside of the Premises in order to connect to and serve other buildings on the City of Duluth district heating system. If Grantee chooses to extend its pipes through and outside Grantor’s premises to serve other buildings, then Grantee shall locate and install those pipes in the manner and in the locations requested by Grantor if it is reasonably possible to do so, considering both the physical and financial aspects of such extension for Grantee.

2. Maintenance. Grantor is responsible at its sole expense for maintaining of all Premises Heating System equipment unless otherwise assigned to Grantee in the Service Agreement. Grantee is responsible at its sole expense for maintaining all of the District Heating System Equipment depicted in Exhibit 2 and any other District Heating System Equipment that may not be depicted in Exhibit 2, if any.

3. Repair and Restoration; Compliance with Laws. Grantee shall repair or restore that part of the Easement Property disturbed by Grantee in the course of its permitted activities under this Easement Agreement to its existing condition prior to Grantee’s disturbance, reasonable and normal wear and tear excepted. Grantee agrees that all activities performed on its behalf in the Easement Area shall be performed in compliance with all laws, rules, regulations, orders and ordinances of the governmental authorities having jurisdiction.

4. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against any and all costs, liabilities, claims, liens, encumbrances or causes of action (including reasonable attorneys’ fees) arising out of the use of the Easement Area by Grantee or its tenants, employees, invitees, contractors, or agents. Grantor agrees to indemnify, defend and hold harmless Grantee from and against all costs, liabilities, claims, liens, encumbrances of causes of action (including reasonable attorneys’ fees) arising out of: (a) any failure by Grantor to provide access to the Premises to Grantee as required under this Easement Agreement, or (b) negligence or misconduct by Grantor in its maintenance of the Grantor’s Premises.

Notwithstanding anything contained herein, should this Easement be assigned by the Grantor, it is agreed that:

- (i) The Minnesota Municipal Liability Tort Act shall no longer be applicable, unless the assignee is subject to the protection and limitations of the Minnesota Municipal Liability Tort Act.
- (ii) Grantee shall insure its obligations hereunder through an insurance policy from a reputable carrier acceptable to Grantor, with liability limits of no less than \$5,000,000 per incident and \$10,000,000 in aggregate. Grantor shall be entitled to

Accord certificates regarding the coverages to be furnished annually by Grantee. Such certificates and underlying policy shall provide that no termination or non-renewal of the insurance shall be effective without thirty (30) days' written notice to Grantor.

5. Governing Law. This Agreement is made under and shall be interpreted, governed by, and enforced pursuant to the laws of the State of Minnesota.

6. Inurement. This Agreement and each and every covenant, agreement, and other provision hereof shall inure to the benefit of and be binding upon the each of parties hereto and their respective successors and assigns.

7. Title to Easement Area. Grantor warrants that it is the owner in fee simple of the Premises and has good right to convey the interest in the Easement Property conveyed to Grantee.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties hereto agree that scanned or electronic signatures shall be considered as originals.

9. Notices. All notices, demands and requests (collectively “**Notice**”) required or permitted to be given under this Easement Agreement must be in writing and delivered to the below address via U.S. certified mail, postage prepaid, return receipt requested, or by nationally-recognized overnight delivery service, delivery charges prepaid, and Notice will be deemed to have been given on the date shown on the return receipt if delivered via certified mail, or on the date shown on the confirmation form if delivered by nationally-recognized overnight delivery service.

If Notice to Grantor:

If Notice to Grantee:

City of Duluth
City Hall
Duluth, MN 55802
Attn: City Attorney

With a Copy to:

Duluth Energy Systems
c/o Ever-Green Energy, Inc.
305 St. Peter Street
St. Paul, MN 55102
Attn: General Counsel

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

EXHIBIT 1
(Legal Description of Grantor's Property)

EXHIBIT 2
(Easement Property Description)

EXHIBIT B: Equipment Ownership and Maintenance Responsibility Schematic

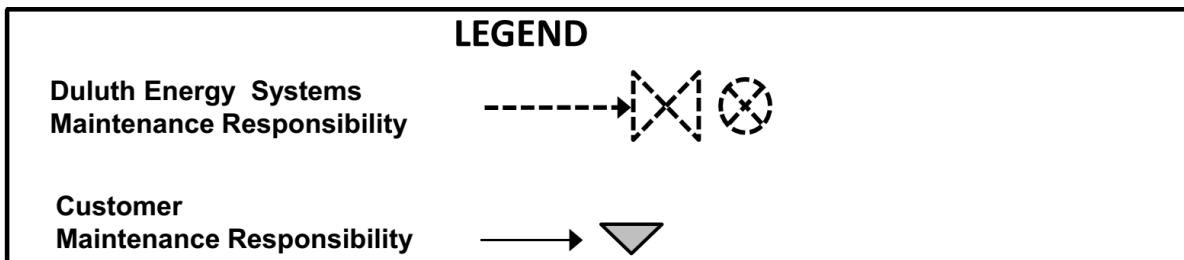
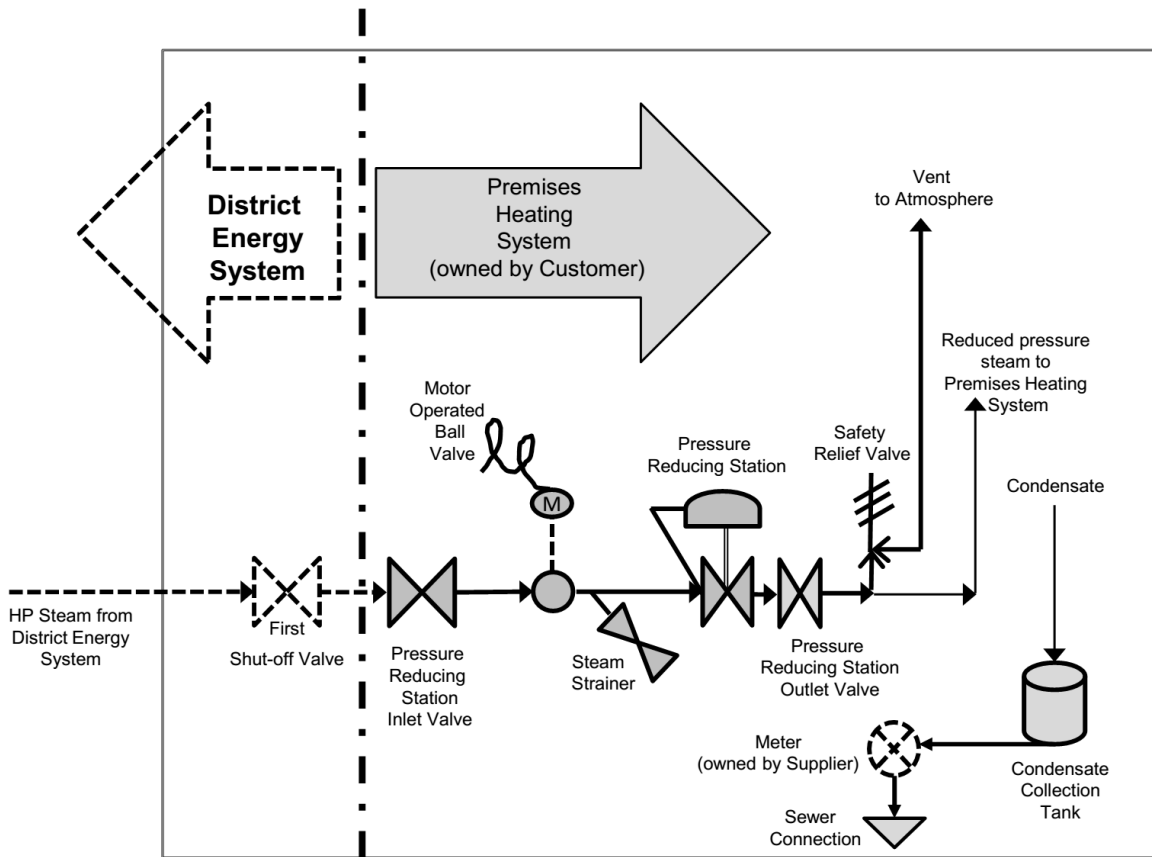
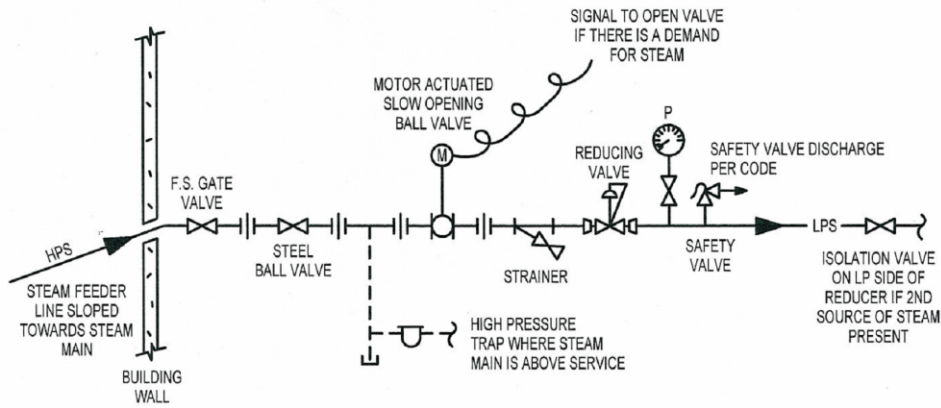
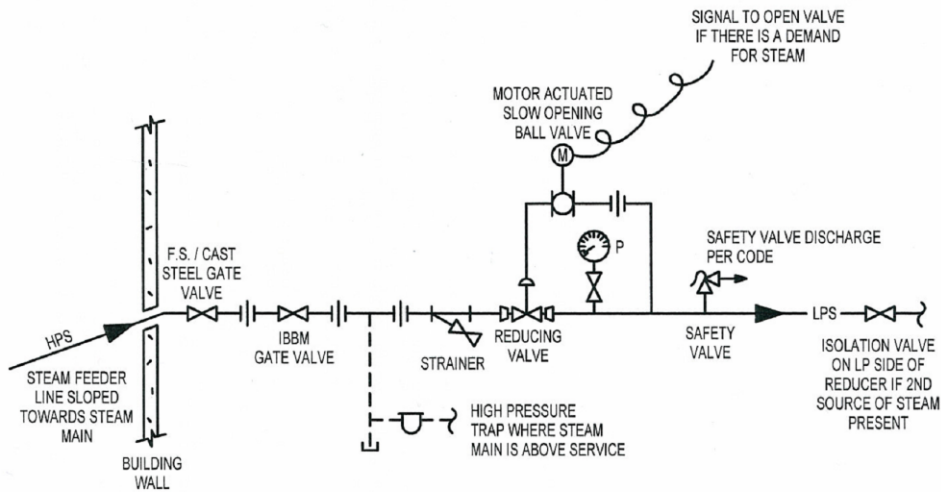



EXHIBIT C – Connection Standards

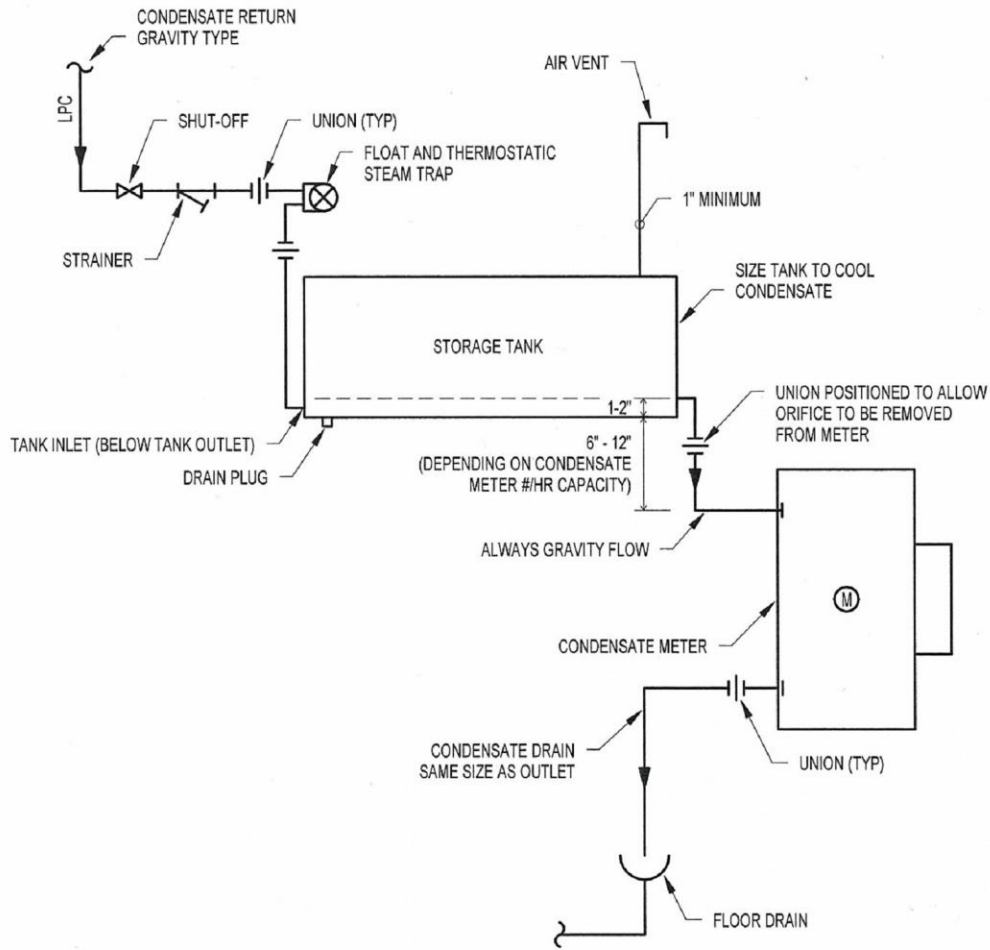


1 LESS THAN 1" SERVICE NO SCALE



2 GREATER THAN 1" SERVICE NO SCALE

 <p>21 W. Superior St., Ste 500 Duluth, MN 55802 218.727.8448</p>	<p>CLIENT NAME: DULUTH STEAM</p> <p>One Lake Place Drive Duluth, MN 55802 218.723.3601</p>	<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p>Signature: <i>David Williams</i></p> <p>Typed or Printed Name: DAVID WILLIAMS</p> <p>Date: 05/05/14 Reg. No.: 18929</p>	<p>DWG. TITLE: STEAM SERVICE DETAILS</p> <hr/> <p>PROJ. NO: 140155 DRAWN BY: MPT CHECKED BY: DTW DRAWING NO: M1.01</p>
	<p>COPYRIGHT 2014 BY LHB, INC. ALL RIGHTS RESERVED.</p>		



1 **TYPICAL CONDENSATE METER INSTALLATION**
NO SCALE


 <p>PERFORMANCE DRIVEN DESIGN. LHBcorp.com</p> <p>21 W. Superior St., Ste 500 Duluth, MN 55802 218.727.0448</p>	<p>CLIENT NAME: DULUTH STEAM</p> <p>One Lake Place Drive Duluth, MN 55802 218.723.3601</p>	<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p>Signature: <i>David Williams</i></p> <p>Typed or Printed Name: <u>DAVID WILLIAMS</u></p> <p>Date: <u>05/05/14</u> Reg. No.: <u>18929</u></p>	<p>DWG. TITLE: CONDENSATE METER DETAIL</p> <p>PROJ. NO: 140155 DRAWN BY: MPT CHECKED BY: DTW DRAWING NO: M1.00</p>
	<p>COPYRIGHT 2014 BY LHB, INC. ALL RIGHTS RESERVED.</p>		

EXHIBIT D – 2016 Rate Calculation

Customer s' Total Monthly Cost of Steam Service

$$\text{Cost} = \text{Consumption Charge} + \text{Capacity Charge} + \text{Condensate Sewer Charge} + \text{State and City Sales Tax}$$

$$\text{Consumption Charge} = \text{Consumption Rate} \times \text{Customer's Metered Consumption}$$

For the purposes of the rate calculation, the months of January, February, March, April, May, October, November and December comprise the "Heating Season"; the remaining months of June, July, August and September comprise the "Off-Season" .

At the beginning of the fiscal year, the Heating Season Consumption Rate (**R_{HS}**) is set at 95% of the projected annual Consumption Rate. As the year progresses from January, actual variable costs and consumption will replace projected costs and consumption resulting in monthly changes to the **R_{HS}** calculated as follows:

$$\text{R}_{\text{HS}} = \left(\frac{(\text{Actual Variable Costs incurred} + \text{Remaining Projected Variable Costs})}{\text{Actual Steam Consumed to date} + \text{Projected Additional Steam Consumption for the year}} \right) \times 95\%$$

The Off Season Consumption Charge Rate (**R_{OS}**) is calculated each month; June through September with actual variable costs and consumption replacing projected costs and consumption as follows:

$$\text{R}_{\text{OS}} = \frac{(\text{Actual Variable Costs Incurred} + \text{Projected Additional Annual Costs} - \text{Actual Heating Season Consumption Charges Billed} - \text{Remaining Projected Heating Season Variable Costs})}{(\text{Actual Off-Season Consumption to date} + \text{Remaining Projected Off-Season Consumption})}$$

Each customer's monthly Consumption Charge is equal to the customer's metered consumption multiplied by the appropriate Consumption Rate (**R_{HS}** or **R_{OS}**).

$$\text{Monthly Capacity Charge} = \frac{\text{Normalized Steam Consumption} \times \text{Group Capacity Charge Rate}}{12}$$

Capacity Year Consumption = *a building's average steam consumption for a given 12 month period starting on July 1st and ending on June 30th for each of the three previous years (n, n-1, n-2)*

Weather Normalization Factor = $\frac{(\text{the normal total number of Heating Degree days for a given 12 month July 1 to June 30 period})}{(\text{the actual total number of Heating Degree Days for a given 12 month July 1 to June 30 period})}$

Note: Heating Degree Days (HDD) as reported by NOAA at the Duluth International Airport using a 65° F base temperature

$$\text{Normalized Steam Consumption} = \frac{(\text{Capacity Year Consumption}_n \times \text{Weather Normalization Factor}_n + \text{Capacity Year Consumption}_{n-1} \times \text{Weather Normalization Factor}_{n-1} + \text{Capacity Year Consumption}_{n-2} \times \text{Weather Normalization Factor}_{n-2})}{3}$$

Consumption Group = Customer grouping categories based on a customer's Normalized Steam Consumption

Normalized Group Consumption = Total Normalized Steam Consumption for all Customers in a Consumption Group

$$\text{Group Consumption Percentage} = \frac{\text{Normalized Group Consumption}}{(\text{Total Normalized Group Consumption for all Consumption Groups})}$$

Group Factor = Factor for each Consumption Group

Group Factor Percentage = Group Factor x Group Consumption Percentage

$$\text{Adjusted Group Factor Percentage} = \frac{\text{Group Factor Percentage}}{\text{Sum of all Group Factor Percentages}}$$

Group Fixed Capacity Charge Allocation = Adjusted Group Factor Percentage x Total System Projected Fixed Costs

$$\text{Group Capacity Charge Rate} = \frac{\text{Group Fixed Capacity Charge Budget Allocation}}{\text{Normalized Group Consumption}}$$

2016 Capacity Charge Rates

Consumption Group	Group Consumption Ranges (klbs/yr)	Normalized Group Consumption (klbs/yr)	Group Consumption Percentage	Projected Group Capacity Charge Annual Revenue	2016 Capacity Charge Rate (\$/klb)
1	Less than 1,000	34,488	10.14%	\$429,159	\$12.44
2	1,000 - 4,999	119,782	35.23%	\$1,416,005	\$11.82
3	5,000 - 9,999	23,359	6.87%	\$261,599	\$11.20
4	10,000 - 14,999	59,981	17.64%	\$634,428	\$10.58
5	15,000 - 24,999	35,652	10.49%	\$354,918	\$9.95
6	25,000 - 39,999	0	0.00%	\$0	\$0.00
7	40,000 - 54,999	0	0.00%	\$0	\$0.00
8	55,000 - 69,999	66,749	19.63%	\$539,891	\$8.09
9	70,000 - 84,999	0	0.00%	\$0	\$0.00
10	85,000 - 104,999	0	0.00%	\$0	\$0.00
11	105,000 - 144,999	0	0.00%	\$0	\$0.00
12	Over 125,000	0	0.00%	\$0	\$0.00

A **Condensate Sanitary Sewer Charge** is applied in those cases where buildings' steam condensate discharges to the sanitary sewer system.

EXHIBIT E – Definitions

Capacity Charge: The annual charge for fixed costs incurred by Supplier to supply HP Steam to Customer. Fixed costs include, but are not limited to: the amortized costs of acquiring, installing and constructing the District Energy System and financing costs related thereto; projected maintenance costs; and projected fixed operational costs (payroll, insurance, etc.). The Capacity Charge is calculated annually and is normally billed to Customer in twelve (12) equal consecutive monthly installments. See Article V - Section 5.1.

Commencement Date: The date Customer commences consuming District Energy System-provided HP Steam.

Condensate: Condensate is simply steam in its liquid form, i.e. water. As heat is transferred or removed from steam, either intentionally to do useful work such as heating a building or unintentionally due to missing steam pipe insulation, steam vapor changes phase to liquid condensate. Because water flow is more accurately measured than steam flow, Duluth Energy Systems meters condensate flow in customers' buildings rather than measuring HP Steam flow.

Connection Charge: All reasonable expenses and charges related to connecting Customer's Premises to the District Energy System.

Consumption Charge: The monthly charge for variable costs incurred by Supplier to produce the HP Steam consumed by Customer. Variable costs include, but are not limited to the cost of fuel, water, electricity, and chemical additives. Customers' Consumption Charges are calculated each month based on that Customer's metered HP Steam consumption. See Article V - Section 5.2.

District Energy System: The Supplier's production facilities, distribution system and metering equipment.

Effective Date: The later of date the Customer or Supplier signs this Agreement.

First Shut-off Valve: The first steam valve installed in the Premises on the pipe which runs between the District Energy System and the Premises Heating System. See Exhibit B.

High Pressure Steam (HP Steam): Steam at a pressure greater than or equal to 15 pounds per square inch (psi). The District Energy System provides High Pressure Steam to its customers.

Meter: Steam consumed in Customer's Premises is measured in pounds (lbs) using a condensate meter. As heat is removed from steam, it cools and changes phase from a vapor (steam) to a liquid (condensate). One (1) lb of steam changes phase to one (1) lb of condensate when cooled.

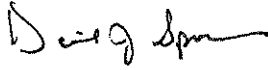
Metered Steam: The abbreviation for one-thousand (1,000) pounds is klb. One thousand pounds of steam (1 klb) has an energy content of one million, one hundred, ninety six thousand (1,196,000) British Thermal Units (Btu). The abbreviation for one million BTU is mmBtu. Therefore, 1,000 lbs steam = 1klb steam = 1.196 mmBtu

Premises Heating System: All steam and condensate piping, valves other and components or equipment installed in the Premises after (downstream of) the First Shut-off Valve, with the exception of the Supplier-owned condensate Meter. The Premises Heating System is owned and operated by the Customer. See Exhibit B.

Steam Service: The Supplier-produced and distributed HP Steam and associated Supplier-performed activities (metering, invoicing, account management, maintenance, etc.) received and purchased by Customer.

Memorandum

To: Bill Hanson
School Board Members

From: Dave Spooner 

Date: August 24, 2016

Re: Re-commissioning and Technical Services for Ordean East Middle School

Minnesota Power has offered to reimburse with Conservation Improvement Funds to the School District, the complete cost for all fee's related to re-commissioning of Ordean East Middle School, services provided by Hallberg Engineering, Inc.

Minnesota Power is reviewing our deliverables from the four previous re-commissioning projects recently completed by ICS Consulting, Inc., and Foster, Jacobs & Johnson, Inc. Minnesota Power intends to use the Hallberg Engineering deliverable, to compare to our current re-commissioning deliverables, and develop criteria for how they utilize Conservation Improvement Funds in the future to fund this type of work. The District would be responsible to fund the \$40,000.00 cost up front, but would then be reimbursed once the project is complete early spring 2017.

Recommendation:

It is recommended that the Duluth School Board approve the contract with Hallberg Engineering Inc., to provide re-commissioning and technical services at Ordean East Middle School for a total not to exceed cost of \$40,000.00.

Attachment

AGREEMENT

THIS AGREEMENT, made and entered into 25th day of August, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Hallberg Engineering, Inc., an independent consultant, hereinafter called Consultant.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Consultant 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 August 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.** To provide re-commissioning and technical services at Ordean East Middle School, per Hallberg Engineering, Inc. Proposal dated June 10, 2016. This contract award amount is a not-to-exceed \$40,000.00. Total contract award amount to be determined through execution of this contract based upon rates as defined in the consultant's quote proposal.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Consultant's response, and Tabulation;
 3. Consultant Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*

Consultant must provide an executed criminal history consent form and a money order or check payable to ISD 709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Consultant is precluded from performance of contract until the results of the criminal background check(s) are on file.

5. **Reimbursement.** In consideration of the performance of Consultant of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Consultant for its services and expenses in performing said obligations up to a sum not to exceed \$40,000.00. Consultants 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 Consultant;
- 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 Consultant for any expense claimed by Consultant 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 Consultant. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Consultant 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 Consultant has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Consultant.** Both ISD 709 and Consultant agree that the Consultant will act as an independent consultant 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 consultants with respect to all actions performed pursuant to this Agreement.

Accordingly, Consultant shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Consultant'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.** Consultant 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 Consultant.

In the event that Consultant 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 Consultant to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David J Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Consultant shall be deemed to have been given by depositing the same in writing in the United States Mail to: Hallberg Engineering, Inc., 1750 Commerce Court, White Bear Lake, MN 55110.

12. **Assignment.** Consultant 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 Consultant 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 Consultant 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 Consultant recognizes that, to the extent that competitive bidding 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.** Consultant 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.** Consultant shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Consultant shall maintain such insurance in force and effect throughout the term of the contract.

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

20. **Workers' Compensation Insurance:** Consultant must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Consultant 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:** Consultant 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 consultant 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. **Representatives of ISD 709.** The Consultant 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>
David J. Spooner	Supervisor of Maintenance and Construction

23. **Protection of ISD 709.** To the extent that work by the Consultant or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Consultant, the Consultant 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 Consultant 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.

24. **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 Consultant and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute.

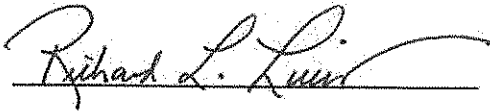
Consultant shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

HALLBERG ENGINEERING, INC.



Chair, Board of Education

By RICHARD LEE LUCIO

CEO

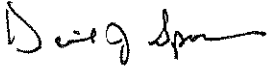
Title

41-1507881

Taxpayer Identification Number

Memorandum

To: Bill Hanson
School Board Members

From: Dave Spooner 

Date: August 24, 2016

Re: Re-commissioning and Technical Services for Ordean East Middle School

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Recommendation:

It is recommended that the Duluth School Board approve the contract with Hallberg Engineering Inc., to provide re-commissioning and technical services at Ordean East Middle School for a total not to exceed cost of \$40,000.00.

Attachment



Re-Commissioning Study – Power of One – Business Pilot Program Opportunity

Minnesota Power (MP) recognizes the importance of offering programs that help ensure customers get the most for their energy dollars and that encourage customers to invest in energy efficiency projects. Through its Conservation Improvement Program (“CIP”), MP offers incentives based on energy and or demand savings.

Pilot Program Description:

As an enhancement to the existing Business program and to promote ongoing investment in energy efficiency, MP is offering a pilot program opportunity for refunding \$40,000 of the cost of a Re-Commissioning Study at Ordean East Middle School, Duluth, MN providing ISD 709 (Customer) agrees to the following criteria:

- Study to include a list of associated energy savings to any changes made to the Buildings Equipment (example: set points) and implemented during the study.
- Study to include associated energy savings and simple payback to the full list of recommendations.
- Customer agrees to provide MP copies of this study as well as the 4 additional re-commissioning studies implemented by ISD 709.
- The Re-Commissioning Study is an agreement between ISD 709 and Hallberg Engineering. ISD 709 will invoice MP for the cost of the study upon completion and the above criteria is met.

The duration for this pilot will be for this study only. Any future renewal of this pilot would be contingent on the MP continuing this program. If you agree to these conditions, please sign and return this document.

I agree to the conditions defined for the Re-commissioning Study Reimbursement Pilot Program from MP. I understand that MP may request verification regarding the energy efficiency projects at any point during the course of this pilot.

Customer Signature: _____

Printed Name: _____

Contact # _____

Email: _____

Company: _____

MP Account #: _____

Authorized Signature: _____

Date: _____

MP Use:

Acceptance of Application: Yes _____ No _____

Date: _____

Authorized Signature: _____

I Minnesota Power, by providing rebate incentives, does not warrant any of the equipment installed. Minnesota Power is not responsible or liable for any personal injury or property damage caused by this equipment. Rebate incentives are subject to the availability of Power of One – Business funds.



The ACT® Test

ACT District Testing Program

License and Services Agreement

SPRING 2017

Please return all pages, including Terms and Conditions and Exhibits

SECTION A: District Details:

District Name	DULUTH INDEPENDENT SCHOOL DISTRICT 709				
District Physical Address	215 N 1ST AVE E				
City	DULUTH	State	MN	Zip Code	55802-2058
Telephone		E-Mail	tawnyea.bolme-lake@isd709.org		
Person to Contact	Tawnyea Lake	Position	Director of Assessment and Evaluation		
Direct Telephone	(218) 336-8700 ext 1027				

SECTION B: Services: As set forth in Exhibit 1 (Description of Services) attached to this Agreement and incorporated by reference and relating to the following program: (please complete the following)

Test Option – please select only one		Spring 2017 District Testing - Test Dates – please select only one	
	ACT®		Tuesday, February 28, 2017 Makeup Test Date: Tuesday, March 21, 2017 Test Window (online): February 28–March 14, 2017 (weekdays only) Accommodations: February 28–March 14, 2017 (weekdays only)
X	ACT® taken with writing	X	Wednesday, April 19, 2017 Makeup Test Date: Wednesday, May 3, 2017 Test Window (online): April 19 – May 3, 2017 (weekdays only) Accommodations: April 19 – May 3, 2017 (weekdays only)
Test Mode – please select only one (If a test mode is not selected, ACT will assume “ACT taken on paper”)			ACT® taken online (Schools may test either online or on paper at the option of each school within the district)
		X	ACT® taken on paper (All schools within the district must test on paper – no online option for testing)
Estimated Number of Schools		7	
Estimated Number of Testers		600	

SECTION C: Fees: As set forth in Exhibit 2 (Fees) attached to this Agreement.

SECTION D: Term: The term of this Agreement shall be from 9/1/2016 through 8/31/2017.

SECTION E: Terms and Conditions: This Agreement is subject to the attached Terms and Conditions, which are incorporated by reference.

SECTION F: Signatures: By signing below, the parties’ authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

ACT, Inc.

Signature: _____

Name: Jaime Moquin

Title: Senior Director, Sales Operations

Date: _____

DULUTH INDEPENDENT SCHOOL DISTRICT
709

Signature: _____

Printed Name: _____

Title: _____

Date: _____

For Office Use Only Purchase Agreement Number:
Reference/Inquiry Number: 1744240

TERMS AND CONDITIONS

ACT and the Customer agree as follows:

1. Definitions. As used in this Agreement, the following terms shall mean:

- (i) "ACT" means ACT, Inc.
- (ii) "Agreement" means this License and Services Agreement, including these TCs, and any exhibits thereto.
- (iii) "Assessments and Services" means the licensed assessments and services described in Exhibit 1 to this Agreement.
- (iv) "Customer" means the party named in Section A of this Agreement.
- (v) "TCs" means these terms and conditions.

2. Term. The term of this Agreement shall be as set forth in Section D of this Agreement ("Term"), subject to earlier termination, as set forth in Paragraph 11 of these TCs.

3. License of Assessments and Services. Subject to this Agreement, ACT hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right during the term of this Agreement to use the Assessments and Services. All Assessments and Services made available under this Agreement are licensed, not sold, by ACT to the Customer. Except to the extent expressly granted in this Agreement, no rights are granted by ACT under this Agreement.

4. Payment Terms. Customer agrees to pay ACT the amounts set forth in Exhibit 2 to this Agreement for the delivery of the Assessments and Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT, unless otherwise set forth in Exhibit 2. All invoices shall be sent to the Customer listed in Section A of this Agreement. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.

5. Ownership of Materials. ACT owns the Assessments, including all testing materials, documentation, related materials, and all intellectual property rights therein (collectively, the "ACT Materials"). Customer does not acquire any right, title, or interest in or to the ACT Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. Customer may not sell or otherwise transfer the ACT Materials to any other person, provided however that Customer may provide the Assessments to authorized examinees and its personnel solely for testing and interpretation purposes.

6. Confidentiality. Customer agrees that neither it nor its employees shall at any time during or following the Term, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials for their intended purpose under this Agreement. Customer shall protect the ACT Materials in accordance with ACT's procedures and using a standard of care appropriate for secure test materials. All ACT Materials shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. The ACT Materials shall, within ten (10) days of ACT's written request, be returned to ACT (including any copies thereof).

7. Testing Procedures. Customer agrees to administer the Assessments in accordance with all policies and procedures provided by ACT. Customer agrees that all ACT Materials will be returned to ACT, in accordance with the policies and procedures provided by ACT, for scoring and processing. Customer agrees to fully cooperate with ACT, and cause those individuals involved in the administration of or preparation for the Assessments ("Administration Staff") to fully cooperate with ACT in the event of a test security incident. Customer acknowledges that failure to maintain the confidentiality of the Assessments will result in damages to ACT and may require ACT to develop a replacement form. Accordingly if through the fault of Customer or Administration Staff, the security of an Assessment is compromised, Customer agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development.

8. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Assessments, as set forth in ACT's Privacy Policy, as amended from time to time.

9. Limitation on Damages. ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the Term. In no event shall ACT be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

10. Warranty and Limitations. **ACT WARRANTS THAT THE ASSESSMENTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH AND THE SERVICES WILL BE PERFORMED IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.**

11. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay ACT for all Assessments and Services delivered through the date of termination. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 5, 6, 8, 9, 10 and 11 of these TCs shall survive.

12. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

13. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.

14. Assignment; Subcontracts. This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer hereto of its obligations prior to the assignment.

15. Entire Agreement. This Agreement (including all exhibits to this Agreement and terms and conditions referenced herein) constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and

conditions contained in this Agreement are the only conditions applying to the delivery of the Assessments and Services. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. Certain Assessments and Services may be subject to additional or different terms and conditions, which are set forth in separate license agreements. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

16. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO, Fax: 319-341-2760. All notices shall be sent to Customer at the address set forth in Section A of this Agreement.

17. Authorization. Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is (are) authorized to do so.

Supplemental Terms and Conditions for ACT® Test Taken Online

The following additional Terms and Conditions relate solely to the ACT® test taken online:

a. Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to the Customer and applicable Authorized Customer Locations, a non-exclusive and non-transferable right during the Term of this Agreement to (a) access the Online Assessment System for the purpose of assessing Examinees, (b) administer the Assessments to Examinees at established test centers, and (c) use the ACT Materials in connection with the authorized administration of the Assessments.

b. Restrictions. Except as expressly permitted in this Supplement or otherwise permitted in the Agreement, Customer may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the ACT online test and Services or the ACT Materials in whole or in part, (c) authorize or allow a third party to use the ACT online test and Services or ACT Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, (e) modify, reverse engineer, decompile, or disassemble the ACT online system or Materials, or (f) store the ACT Materials at any location other than the location(s) provided by Customer in its required Organizational File submitted to ACT.

c. Maintenance. ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

d. Updates and Modifications. The online assessment system may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Customer as they are developed. ACT reserves the right to charge a fee for the new functionalities available through the online assessment system that are accepted by Customer in writing. To the extent that such modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the updated online assessments within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements.

e. U.S. Government Licensees. The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

f. Computer Requirements. Customer acknowledges and agrees that the computer configuration requirements located at <http://www.act.org/aap/pdf/TechnicalRequirements.pdf> are required to properly access and use the ACT online system and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

Exhibit 1
Description of Services
The ACT District Testing Program (Spring 2017)
The ACT®
2016-2017 School Year

Scope Summary

This Description of Services (DOS) describes the testing services ACT will provide for the Spring 2017 ACT District Testing program in delivering the following assessments:

1. The ACT test, paper
2. The ACT taken online

Assessment Description

Test	Grade	Description	Assessments	Number of Questions	Approx Time
The ACT or the ACT with writing – paper or online version	11 th and/or 12 th graders	The ACT test is a curriculum- and standards-based educational and career planning tool that assesses students’ academic readiness for college. Includes an Interest Inventory that provides valuable information for career and educational planning, and a Student Profile Section that provides a comprehensive profile of a examinee’s work in high school and his/her future plans.	English	75 items	45 min.
			Mathematics	60 items	60 min.
			Reading	40 items	35 min.
			Science	40 items	35 min.
			Writing (Optional)	1 Prompt	40 min.

For instructions on administering the ACT test, testing staff must refer to the Test Administration Manual and other manuals provided for each assessment.

Test Window

If testing with the paper format, all participating schools in the district must test the entire battery of subject tests on initial test date or the corresponding makeup test date. If testing with the online format, schools have a window to test examinees. Examinees must take their entire battery of subject tests in the online format within the same day. If testing examinees with accommodations, schools have a window to test examinees.

Please consider that schools must allow approximately four to five hours of continual testing time for The ACT in a single test day devoted to administering the test.

A District may choose either Early Spring or Late Spring Test dates below:

Spring 2017 Test Dates	
Early Spring	Testing Dates
ACT Paper Initial	February 28 (Tues)
ACT Paper Makeup	March 21 (Tues)
ACT Online & Accommodations Testing Window	February 28 – March 14 (weekdays only)
Late Spring	
ACT Paper Initial	April 19 (Wed)
ACT Paper Makeup	May 3 (Wed)
ACT Online & Accommodations Testing Window	April 19 – May 3 (weekdays only)

Assessment Program Roles

The district and schools must accommodate ACT’s testing schedule for the ACT District Testing program. In order to meet these needs, the initial district contact will assign a district test coordinator, as well as a school test coordinator. These roles are in addition to the test support personnel as referenced in the ACT’s Administration Manual(s).

In some cases, it may be appropriate to assign one individual to both roles listed below. However, it is important to note that each role will have specific duties detailed in this Agreement. Below are key testing responsibilities. For a complete list of duties and activities, please refer to the Milestone Schedule section for details.

Key Responsibilities	
District Test Coordinator	School Test Coordinator
Communicate to district’s schools the test option decisions made within the district. (Test dates, test mode, writing or no writing)	Complete site participation for their school.
Supply or verify organization information. This is required. The district will define what schools within the district are eligible to participate as well as who the contact will be at each eligible school for the duration of the testing window.	Plan for test administration at their site (or offsite as appropriate). Select and train room supervisors and proctors. Participate and conduct test administration training. If school is testing online, responsible for completing ACT site readiness activities.
Complete and submit Student Data Upload (SDU) file(s) or assign task to school(s) and verify completion. This is a mandatory file, used to pre-identify students whom are eligible to test within the district at the participating schools. The file must be provided on or before the stated deadline according to ACT's data file layout specifications.	Apply for ACT-approved accommodations using the Test Accessibility and Accommodation (TAA) system, ensure that all examinees are submitted through the SDU file, order non-college reportable accommodations materials, and order make-up test materials (if applicable).
Monitor all emails from ACT in order to be informed of important testing details associated with the district or schools.	Receive, check-in, and securely store all testing material. Organize and return all material to ACT for processing and scoring.
Monitor schools’ progress in meeting ACT site requirements.	Ensure eligible examinees participate in the available weekday test administrations.
Participate in conference calls offered by ACT.	Administer all components of the ACT; including the pre-test session, the initial test, and the makeup test (if applicable).

Project Milestone Schedule –Spring 2017 Testing

ACT deliverable dates are contingent upon district and schools completing activities, described herein without delay. A delay in key input files such as providing organization information or submitting the Student Data Upload file may cause risk to a successful testing experience for all sites. Failure to provide information by required deadlines may also result in your district not participating. Please refer to other sections within this document for further details on each task.

Milestone/Activity	Early Spring	Late Spring
Site Participation and Preparation		
District test coordinator sends organization information to ACT (new district participants) by deadline	September 9, 2016	November 4, 2016
District test coordinator verifies organization information (returning district participants) by deadline	November 30, 2016	November 30, 2016
District test coordinator can add eligible schools to testing program by deadline	December 16, 2016	January 20, 2017
District test coordinator can submit changes to ACT regarding test options. (i.e.: writing vs. no writing) by deadline (if applicable)	December 16, 2016	January 20, 2017
School test coordinator begins submitting accommodations requests.	November 2016	November 2016
School test coordinator indicates test mode (i.e. online or paper) if applicable	Begins January 2017	Begins January 2017
Student Data Upload File		
ACT provides Student Data Upload File Layout to district test coordinator.	November 2016	November 2016
District or school test coordinator submits initial mandatory Student Data Upload File by deadline.	January 2017	March 2017
Training		
Accommodations Webcasts Available	November 2016	November 2016
Accommodations – Q & A session	December 2016	December 2016
Test Administration Training Webcast Available	January 2017	January 2017
Test Admin. Q & A sessions	February 2017	March 2017

Preparing for Initial Test Date		
	Early Spring	Late Spring
Schools complete The ACT (online test) Site Readiness	November 2016 - February 2017	November 2016 – April 2017
Schools order materials and confirm number of examines expected to test	January 2017	March 2017
Schools complete request for the ACT-approved accommodations	January 20, 2017	March 10, 2017
Schools complete an Edit for Reconsideration	January 27, 2017	March 17, 2017
School submit ACT-Approved Exceptions (New to school, medical, etc.)	February 24, 2016	April 14, 2017
Materials arrive in schools for early shipment	Week of February 6, 2017	Week of March 27, 2017
Materials arrive in schools	Week of February 13, 2017	Week of April 3, 2017
Initial Test Date for the ACT paper	February 28, 2017	April 19, 2017
Pickup for ACT initial	March 1, 2017	April 20, 2017
Test window for ACT accommodated and online testing	February 28-March 14, 2017	April 19 – May 3, 2017
Pickup for ACT accommodations and online materials	March 15, 2017	May 4, 2017

Preparing for Makeup Test Date		
	Early Spring	Late Spring
Schools order materials based upon number expected to test	March 2017	April 2017
Make-up materials arrive in schools	Week of March 13, 2017	Week of April 24, 2017
Make-up Test Date for the ACT paper	March 21, 2017	May 3, 2017
Pickup for makeup ACT materials	March 22, 2017	May 4, 2017

Note on Make-Up Accommodations Test Windows: ACT offers a two weeks test window for students testing with accommodations in light of the fact that some students must test over multiple days. Therefore, a make-up test is frequently not necessary. In special cases, ACT may provide additional ACT-Approved Accommodations testing materials in the few cases where self-reported mis-administrations and long-term illnesses/absences do occur during this initial accommodations test window (and may be subject to the time of receipt of request). ACT must be contacted and consulted to be eligible for this make-up accommodation event and the event must be based on these issues above.

Customer Service

District Contract Oversight:

ACT will name a designated Account Manager who will serve as a contact for general contract questions relating to the ACT District Testing program.

School Customer Service:

ACT will provide the District Testing program a toll-free number and email contact for use in preparation and administering of the ACT (paper and online) assessments.

- Monday – Friday from 7:00 a.m. to 5:00 p.m. Central Time (except ACT holidays)
- Peak testing periods –
 - General and Technical Questions: 6:00 a.m. to 6:00 p.m. Central Time.
 - Accommodations: 7:00 a.m. to 5:00 p.m. Central Time, during the two week accommodations window.

Communications

ACT relies on the district to communicate the district’s own policy regarding participation in this testing program to the participating locations or schools.

ACT will communicate directly with district and school designated testing staff regarding upcoming activities and deadlines related to the assessment. It is imperative that designated test coordinators assure receipt and follow instructions as communicated via email.

ACT will provide an ACT District Testing program webpage specifically for the contracted testing window to assist district and school test coordinators to access administration training and manuals applicable for specified testing experience.

Training Available

Training for ACT (Paper and Online)

The district and its school(s) must remain in strict compliance with ACT administration policies and procedures that are required to ensure a standardized testing environment and test security for all ACT assessments described in this DOS. ACT will provide the designated testing coordinator with information on training sessions available. Test coordinators must inform other key personnel. Training documents are considered proprietary material and must not be forwarded or shared publicly without ACT's permission.

ACT offers the following types of training:

- Test administration modules made available online (for paper and online testing) for standard and accommodated testing. Audiences may include district and school test coordinators, room supervisors and proctors as identified in communications and manuals.
- For the ACT online test, there is additional training for technical coordinators (proctor training is not applicable).
- Question and Answer sessions for test coordinators and proctors.

Product Support Materials

ACT offers support materials for counselors and educators to make the best use of the ACT assessment suite. Technical manuals, information briefs, research reports, as well as test preparation tools are made available online. There are additional professional development opportunities made available for free and for purchase for districts and schools.

Site Participation and Preparation

The following activities are required to prepare eligible sites for testing.

- Data File Exchange Secure Site: A secure site will be provided by ACT for secure exchange of data files and other information such as organization unit data file and examinee data files.
- Organization File: New districts will define eligible testing sites/schools and provide the list and contact information to ACT in ACT's designated file format for organization units. Existing districts will verify organization information. All sites/schools (including alternative schools) must have active ACT codes prior to being established as test sites. This is in addition to any local, or district-assigned school code. ACT will utilize the organization information as the contact information to communicate with schools and/or districts.
- Contacts: The designated test coordinator must fulfill duties necessary to ensure a successful and standardized testing experience. If the school is administering the online format, a technical coordinator must be appointed. Appointed testing staff must meet all of ACT's guidelines for serving in the appointed role. All test staff must participate in Test Administrator trainings. The District will assist ACT with confirming designated testing staff at all participating locations as needed.
- Site Participation: Schools will confirm the schools' intention to participate, confirm contact information, and verify examinee information, and materials orders via ACT's online portal.

It is mandatory that all schools that will administer ACT assessments must agree to remain in strict compliance with ACT administration policies, procedures and timelines that are required to ensure a standardized testing environment and test security for all ACT assessments described in this DOS.

- Technical Readiness: For the ACT online, ACT has a Technical Site Readiness process led by an assigned technical coordinator. Schools must comply with requirements in order to assure proper readiness of systems and software for a successful test. For a successful online testing experience,

schools will need to institute proctor caching methods as instructed in the ACT Administration Manual for Online Testing.

Examinee Demographic - Student Data Upload File

The required Student Data Upload (SDU) file, formerly known as the Pre-ID file, is used to provide demographic information for eligible examinees within the district at participating schools. This information will be used to incorporate examinees records into testing systems, produce individual barcode labels, and register examinees for testing. The submission of the file can be completed at either the district or school level. The district test coordinator is responsible for ensuring the submission of file(s) in the mandatory ACT-prescribed format containing records for all examinees taking the test no later than the date specified in the milestone section. ACT’s ability to generate barcode labels is contingent upon the timely submission of a SDU file that must comply with ACT specifications.

Examinees will be asked to provide additional demographic information as stated in the administration manual(s). For testing in the paper format, examinees without barcode labels will have to provide the ACT assigned unique examinee ID number (student code) on the answer document in addition to the other demographic information.

It is mandatory that all eligible examinees are included in the student data upload file(s).

Test Materials

The following are the list of key materials provided to test coordinators, which are generally categorized as “non-secure” and “secure”. Secure materials have a high level of security measures required to maintain strict chain of custody rules.

Non-secure paper materials

Non-secure materials are documents provided to give instruction on how the test should be administered and materials handled. Many documents are posted online as well as provided in paper form to test coordinators. Materials related to the ACT taken online will only be shipped to schools that are participating in the online format.

Name/Type	Test Mode	Notes
The ACT State Testing Answer Documents for Paper Testing	Paper	Used for all examinees to be tested. One document for the ACT. Answer documents contain all ACT subjects.
Administration Manual for State and District Testing The ACT – Standard Testing	Paper and Online	ACT will calculate based on the school’s enrollment numbers.
Administration Manual for State and District Testing The ACT – Special Testing	Paper and Online	The Special Testing manual addresses requirements for testing with accommodations.
<i>Taking the ACT for State Testing</i>	Paper and Online	Used for all examinees during the pre-test session.
Barcode Labels for the ACT for paper testing	Paper	Printed from data provided in Student Data Upload file
Administration Manual for State and District Testing The ACT taken Online	Online	ACT will calculate based on the school’s enrollment numbers. There are separate manuals for the ACT taken online.
Pre-Test Instructions for The ACT	Online	ACT will calculate based on the school’s enrollment numbers.

Secure materials

These are the materials to support examinees testing in a paper format and are considered highly secure and should be handled with extra care. Test booklets are serialized with barcode numbers assigned. For the ACT, they are tracked by school, and therefore, cannot be exchanged between schools.

For the ACT, test booklets are sealed with all four multiple choice assessments included in one booklet. Writing prompts are provided separately as appropriate.

Name/Type	Other
Secure test booklets for the standard time Initial Test Date The ACT	Includes all required administration forms and instructions for returning materials at the conclusion of testing. ACT will calculate and provide an overage based on the school's enrollment numbers.
Secure test booklets for the standard time Makeup Test Date The ACT	Includes all required administration forms and instructions for returning materials at the conclusion of testing. ACT will calculate and provide an overage based on school's makeup order.
Secure materials for accommodated testing The ACT	Includes test booklets, all required administration forms, accommodation options, and instructions for returning materials at the conclusion of testing. Accommodation options include Braille, large print, audio DVDs, reader's script, etc.

Test Accommodations for the ACT

ACT supports the following two models of accommodations on the ACT, when it is administered as part of district-wide assessment:

1. ACT-Approved Accommodations

ACT-approved accommodations result in ACT scores that are reportable to colleges, scholarship agencies, and other entities *in addition to* being used for State and District Testing purposes. Individual examinee requests must be submitted and reviewed by ACT staff, and if appropriate, by disability consultants. Examples of accommodations that may be requested for a paper or online administration include, but are not limited to, extended time, alternate test formats, stop-the-clock breaks, and authorization to test over multiple days, as applicable. Further details can be found on the "Services for Examinees with Disabilities" website and within the *ACT Policy for Documentation* - <http://www.actstudent.org/regist/disab/>.

ACT Review of Requests for Accommodations on the ACT

The school's appointed test coordinator will coordinate submitting individual requests for test accommodations to ACT via the online Test Accessibility and Accommodations System (TAA). ACT will review requests for ACT-approved accommodations on an individualized basis consistent with the Americans with Disabilities Act (ADA). Approval is contingent on submission of all required documentation by the stipulated deadline and review by ACT.

It is possible for ACT to approve an accommodation for one examinee, while the same accommodation may be denied for a different examinee. ACT has sole authority to decide whether an application for ACT-approved accommodations will be approved or denied. The District should refer all inquiries regarding ACT's accommodations decisions received from schools to ACT for response. ACT-approved accommodations are specific to the ACT.

2. Non-College Reportable Accommodations

Non-college reportable accommodations are available in paper format for examinees who do not meet ACT-approved accommodations eligibility requirements (e.g., English language learners with no disabilities) or whose requested accommodations are denied by ACT. Non-college reportable accommodations do not require ACT review or approval. These accommodations result in scores used only for District Testing program purposes. The results earned are not college reportable.

Ordering Paper Materials

ACT will coordinate directly with school test coordinators to facilitate the test materials ordering process. The school test coordinator will submit requests online for test materials. For the ACT-approved accommodations, the request will follow the strict approval process as designated by ACT's policy for consistent testing.

After the initial test date, schools must place orders for the second (makeup) test date by established deadlines to allow for sufficient time to package and ship materials for the make-up test date.

Shipments and Return of Paper Materials

According to the orders received, ACT will apply applicable overages and distribute test materials, barcode labels, answer documents, and supporting program materials to schools' sites. ACT will provide each school site with pre-paid shipping labels for return of completed answer documents and secure test materials for the ACT. Upon completion of testing, school staff must follow instructions to package, ship, and return materials to ACT by the deadline.

The ACT materials must be packaged in compliance with instructions provided by ACT. The school test coordinator will then ensure that completed answer documents arrive at ACT by the deadline for standard answer document processing. Please note that answer documents that do not arrive at ACT by the stated cut-off deadline will not be scored.

Secure test materials will be received for scanning and missing materials will tracked as appropriate per ACT policy.

Test Administration

Schools are required to conduct ACT District Testing, including onsite maintenance of chain of custody of secure materials, in compliance with ACT's test administration policies and procedures as documented in this Agreement, the Administration Manuals and the training materials.

At ACT's discretion, unannounced observers from ACT may visit testing sites on the designated test dates. Any non-ACT observers must comply with requirements as outlined in the Administration Manual.

Non-Cognitive information

Examinees will be asked to provide basic identifying information as part of ACT testing.

Examinees will also have the opportunity to provide non-cognitive information by completing a Career Interest Inventory and Student Profile Section as well as indicating colleges they'd like their scores to be sent. This information must be collected outside of the standard testing schedule.

ACT Reporting

ACT will scan, score, and report on the examinee answer documents received within the deadlines outlined in this Agreement. ACT will distribute examinee reports and aggregate score data as specified below.

The ACT

Reports for the ACT will include a set of standard reports that are distributed at the examinee and high school levels. The standard turnaround times only apply to batches of answer documents returned to ACT according to the procedures outlined in the administration manual. Batches requiring additional ACT investigation may not ship within the timeframes below. The following is a list of reports, distribution and delivery information.

THE ACT STANDARD REPORTS			
Report	Description	Distribution	Delivery By Date
Student Shipments			
ACT Student Report	Printed paper report containing college reportable scores which includes interpretative guidelines for the student.	One (1) paper copy mailed to the examinees at the address provided in non-cognitive pre-test session	3-8 weeks following receipt of examinee test responses
Scores Online – Student Accounts			
ACT Student Online Scores	Web page containing college reportable scores.	Examinee logs on to www.actstudent.org to access a variety of services through his/her ACT web account. If an examinee needs to create a new account, the examinee must enter the ACT ID from the printed score report to view the scores.	Scores will be available online about one week after the examinee receives the printed score report in the mail.
School Shipment			
ACT High School Check List Report	List of examinees for whom paper reports and score labels are included in the shipment of college reportable score reports.	One (1) paper copy mailed to Director of Counseling, reflecting the order in which a group of reports is shipped, alphabetically within grade in school. Checklists are not cumulative.	3-8 weeks following receipt of examinee test responses from each school.
ACT High School Report (student level score data)	Printed paper report containing college reportable scores.	One (1) paper copy mailed to the Director of Counseling in batches until all reports are delivered.	3-8 weeks following receipt of examinee test responses from each school.

THE ACT STANDARD REPORTS			
Report	Description	Distribution	Delivery By Date
ACT Student Score Labels	Printed label for college reportable scores.	Two (2) printed labels per examinee sent to the Director of Counseling; used to place college reportable test results on an examinee's high school transcript/permanent record.	3-8 weeks following receipt of examinee test responses from each school.
College Shipments			
ACT Student College Report(s)	College reportable scores are reported to the colleges selected by the examinees' (up to 4).	Colleges determine frequency and format of receiving scores (e.g., paper, CD, internet).	3-8 weeks following receipt of examinee test responses from each school.

THE ACT ADDITIONAL SCHOOL LEVEL DELIVERABLES			
Deliverable	Description	Distribution	Delivery Date
ACT Non-College Reportable Score Notification Letter (if applicable)	Printed letters containing scores achieved using ACT non-college reportable score accommodations. NOTE: These are not college reportable scores.	Two (2) printed copies per examinee mailed to the test coordinator. One copy is provided for distribution to the examinee and one copy for the High School's records.	Early Spring: No later than June 16, 2017. Late Spring: No later than July 28, 2017.

THE ACT ADDITIONAL DISTRICT LEVEL DELIVERABLES			
Deliverable	Description	Distribution	Delivery Date
ACT Profile Report – High School	An aggregate report that provides trends and averages of the High School based on the district-tested examinee population. NOTE: This includes examinees who tested with ACT non-college reportable accommodations.	One (1) PDF for each High School via electronic delivery provided to the district assessment coordinator. (Separate reports for 11 th and 12 th grade)	Early Spring: No later than June 16, 2017. Late Spring: No later than July 28, 2017.
ACT Profile Report – District	An aggregate report that provides trends and averages of the district based on the district-tested examinee population. NOTE: This includes examinees who tested with	One (1) PDF via electronic delivery provided to the district assessment coordinator. (Separate reports for 11 th and 12 th grade)	Early Spring: No later than June 16, 2017. Late Spring: No later than July 28, 2017.

THE ACT ADDITIONAL DISTRICT LEVEL DELIVERABLES			
Deliverable	Description	Distribution	Delivery Date
	ACT non-college reportable accommodations.		
ACT Student Level Data File – District	A student data file that includes all scores for all examinees for whom ACT processed answer responses. NOTE: This includes examinees who tested with ACT non-college reportable accommodations.	One (1) file via electronic delivery provided to the district assessment coordinator.	Early Spring: No later than June 16, 2017. Late Spring: No later than July 28, 2017.

Reporting Specification for the ACT

- If a school does not have an ACT reportable high school code, or the high school code is gridded incorrectly, the examinee will receive his or her score report, but ACT will not report the examinee score to the school and the examinee results will not be included in the ACT Profile Report.
- Aggregate reports are only generated if one or more examinees were tested.
- If an examinee from an alternative school tests at a different school, the alternative high school code must be manually gridded on the examinee answer document in order for the examinee score to be reported to the alternative school. If the high school code field is left blank on the alternative examinee’s answer document, ACT will report the examinee’s score to the school where the examinee tested. To ensure that the alternative examinee scores are reported to the alternative school only (and not the testing school), all alternative schools should have an ACT high school code and the code must be manually gridded on the examinee answer document.
- Only schools affiliated with a district in the Organization File will be reflected in the district aggregate reports.
- Answer documents subject to ACT’s Late Processing Guidelines will not be scored. Therefore, these records will not be included within examinee-level or aggregate reporting.

Billing Information

Billing is determined by the number of answer documents processed or online assessments launched for the ACT regardless if a college reportable score is earned. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.

Invoices for the Early Spring 2017 test date (February 28, 2017) will be sent no later than June 16, 2017.

Invoices for the Late Spring 2017 test date (April 19, 2017) will be sent no later than July 28, 2017.

Exhibit 2
Fees
The ACT District Testing Program (Spring 2017)
The ACT[®]
2016-2017 School Year

Assessment	Per Unit Fees
The ACT (taken online or on paper)	\$42.50
The ACT taken with writing (taken online or on paper)	\$58.50

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider



Date: September 31, 2016

Re: Quote #4238 – HOCHS Gym Ceiling - Abatement - MAVO, Inc. - Change Order #1

Quote #4238 – HOCHS Gym Ceiling - Abatement - MAVO, Inc. was approved at the School Board Meeting on May24, 2016 with a base bid of \$74,850.00. There was included in the Bid an add alternate to remove approximately 5,600 square feet of duct insulation for the added cost of \$68,150.00. The alternate was not awarded in May and was planned for a future larger scale mechanical systems abatement project.

However, during construction it was determine approximately 750 square feet of the duct insulation must be removed to allow for the connection of new ductwork and new gym ventilation diffusers to be connected to the existing ductwork that had asbestos containing material covering them. The authorization to proceed with the removal of the 750 sq.ft of asbestos containing duct insulation was given by me in July to allow for the work to proceed on schedule and while asbestos containment enclosures were in place.

Change Order #1 to this bid is added cost for the removal of the 750 sq. ft. of asbestos containing duct insulation resulting in a increase of \$9,000.00.

Recommendation:

It is recommended the School Board approve the change order as listed above increasing \$9,000.00 from the previously awarded base bid for a new contract total of \$83,850.00.

Attachment

CHANGE ORDER

DATE: July 1, 2016 CHANGE ORDER NUMBER: 1

PROJECT: HOCHS Gym Ceiling - Abatement Quote NUMBER: 4238

CONTRACTOR: MAVO Systems Inc. CONTRACT DATE: May 17, 2016
2385 Becks Road
Duluth, MN 55810
Attn: John Kraskey

Description of Change:

Removal of approximately 750 square feet of asbestos containing duct insulation to facilitate connection of new mechanical ventilation ductwork to existing duct and new gym ventilation diffusers. Removal price based on \$12.16/sqft price provided ADD/Alternate Quote Item No. 1 at time of bidding.

- 1.) Remove and properly dispose of approximately 750 Sqft of ACBM duct insulation.
- 2.) Unit Price \$12.16/sqft Duct Insulation Removal.

Add \$9,000

TOTAL CHANGE ORDER: \$9,000.00

Original Contract Sum	\$74,850.00
Amount of Change Order	\$9,000.00
New Contract Sum	\$83,850.00

Contractor

MAVO Systems, Inc.
2385 Becks Road
Duluth, Minnesota 55810

By  _____

Date 8/5/14

Owner

Independent School District No. 709
215 North 1st Avenue East
Duluth, Minnesota 55802

By _____

Date _____

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider



Date: September 12, 2016

Re: Bid #1247 – Denfeld CTE Addition Johnson Wilson, Inc. - Change Order #3

Bid #1247 – Denfeld High School CTE Addition – Johnson Wilson, Inc. was approved at the School Board Meeting on March 15, 2016 with a base bid plus alternate for a total of \$639,000.00.

This change order #3 to this bid is for the cost to replace non-code compliant sanitary sewer pipe that was located below the new addition and further to reroute the same in order to avoid additional delay in project completion. The additional cost is \$9,255.69 for CO#3, with a total revised contract cost including CO#1 & #2 of \$684,615.86

Recommendation:

It is recommended the School Board approve the change order as listed above; the additional cost is \$9,255.69 for CO#3, with a total revised contract cost including CO#1 & #2 of \$684,615.86.

Attachment

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): 15-074 Denfeld High School - CTE Addition 4405 West 4th Street, Duluth, MN 55807	CHANGE ORDER NUMBER: 003 DATE: September 12, 2016	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
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)
 Cost to revise below grade auto shop sanitary piping located below the CTE Addition to replace existing SD35 pipe to SD40 per MN Plumbing Code. \$5,899.00

Additional cost to route below grade auto shop sanitary piping per the attached revised drawing RM1.1-3 in lieu of straight below the addition to minimize impact on project schedule. \$3,356.69

Change Order #3 Total \$9,255.69

The original Contract Sum was	\$ 639,000.00
The net change by previously authorized Change Orders	\$ 33,570.86
The Contract Sum prior to this Change Order was	\$ 672,570.86
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,255.69
The new Contract Sum including this Change Order will be	\$ 681,826.55

The Contract Time will be increased by fourteen (14) days.
 The date of Substantial Completion as of the date of this Change Order therefore is September 7, 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.

<u>Architectural Resources, Inc.</u> ARCHITECT (Firm name) 126 East Superior Street, Duluth, MN 55802 <u>ADDRESS</u> <u>BY (Signature)</u> Ryan Erspamer, Principal/Architect <u>(Typed name)</u> 9-13-16 <u>DATE</u>	<u>Johnson Wilson Constructors, Inc.</u> CONTRACTOR (Firm name) PO Box 16006, 4431 West Michigan Street, Duluth, MN 55816 <u>ADDRESS</u> <u>BY (Signature)</u> Dean E. Johnson, President <u>(Typed name)</u> 9-13-16 <u>DATE</u>	<u>Independent School District #709</u> OWNER (Firm name) 215 North 1st Avenue East, Duluth, MN 55802 <u>ADDRESS</u> <u>BY (Signature)</u> Annie Harala, School Board Chairperson <u>(Typed name)</u> <u>DATE</u>
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August 25, 2016

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

RE: Denfeld CTE Addition – Auto Shop Sanitary Line Replacement

Dear Mr. Erspamer,

The following estimated costs are for performing the replacement of the Auto Shop sanitary sewer pipe *if it had been included in the original bid documents*. This proposal includes all associated work with removing the existing SD35 sanitary sewer pipe beneath the proposed CTE Addition and replacing it with SD40 sanitary sewer pipe, as required by code.

AW Kuettel Total	\$ 3,094
Veit Total	\$ 2,269
10% JWC OH&P	\$ 536
TOTAL COST	\$ 5,899

Please review the attached cost detail and let me know if you have any questions.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



Ben Nickila



August 31, 2016

REVISED

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

RE: Denfeld CTE Addition – Auto Shop Sanitary Line Replacement Actual Costs

Dear Mr. Erspamer,

The following **actual costs** are for performing the replacement of the Auto Shop sanitary sewer pipe as shown in ARI drawing RM1.1-3 dated 8/16/2016. This proposal includes all associated work with removing the existing SD35 sanitary sewer pipe beneath the proposed CTE Addition and replacing it with SD40 sanitary sewer pipe, as required by code. These costs were tracked on a daily time & materials basis per contractor.

Contractor	8/12/2016	8/17/2016	8/18/2016	8/19/2016	8/22/2016	8/23/2016	TOTALS
Johnson Wilson		\$ 268.91	\$ 154.58		\$3,143.57	\$ 610.78	\$ 4,177.84
AW Kuettel		\$6,079.51	\$2,319.24	\$2,069.76	\$1,911.25	\$ 304.26	\$ 12,684.02
Hunt		\$ 409.50		\$ 182.00	\$ 728.00	\$ 423.00	\$ 1,742.50
Veit	\$1,535.50				\$2,318.00		\$ 3,853.50
SUBTOTAL							\$ 22,457.86
1% JWC Bond							\$ 224.58
TOTAL							\$ 22,682.44
ISD 709 Value-Added Change Amount							\$ (5,899.00)
Remaining balance to be split							\$ 16,783.44
Remaining Balance Divided 5-ways							\$ 3,356.69

Please review the attached cost detail and let me know if you have any questions.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS

Ben Nickila

Memorandum

To: Bill Hanson
School Board Members

From: Kerry M. Leider



Date: September 12, 2016

Re: Bid #1248-1 – HOCHS Third Street parking Lot - USA, Inc. - Change Order #2

Bid #1248-1 – HOCHS Parking Lot Improvements – Utility Systems of America, Inc. was approved at the School Board Meeting on May 17, 2016 with a base bid plus alternate #1 of \$694,848.00.

Change Order #2 to this bid is added time for completion due to delay in start. The original start date was June 6, 2016 and completion date September 2, 2016. The actual start date was July 11, 2016 and the revised completion date is November 15, 2016. There is not cost change.

Recommendation:

It is recommended the School Board approve the change order as listed above modifying the start and completion dates for this agreement.

Attachment

Date of Issuance: 9/12/16	Effective Date: 9/12/16
Owner: ISD 709 - Bill Hanson	Owner's Contract No.:
Contractor: Utility Systems of America (USA) – Dale Cich	Contractor's Project No.:
Engineer: Northland Consulting Engineers, LLP - David Bolf, P.E.	Engineer's Project No.: 15-063-C
Project: HOCHS Parking Lot Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:


This change order covers the change in contract time necessary to complete the project due to unforeseen time setbacks. The contractor recognizes July 11, 2016 as construction commencement where original Bidding Documents indicate June 6, 2016 as the start date. Five (5) weeks of delay of the start date will correspond to a time extension requested for completion.

Attachments: 1) Attached letter addressing start date from Utility Systems of America.
2) Revised Construction Schedule Letter

CHANGE IN CONTRACT TIMES:

Original Start Date:	June 6 , 2016
Original Completion Date:	September 2, 2016
Date of Contract Time Revision:	September 12, 2016
Revised Start Date:	July 11, 2016
Revised Completion Date:	November 15, 2016

There have been no previous Change Orders to adjust contract times.

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Name: David Bolf	Name: Bill Hanson	Name: Bill Hanson	Name: Dale Cich	Name: Dale Cich	Name: Dale Cich
Date: 9/12/16	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____



P.O. Box 706 • Eveleth, Minnesota 55734-0706 • (218) 744-4342 FAX (218) 744-5491

July 28, 2016

Adam Zwak
Northland Consulting Engineering, LLP
102 South 21st Avenue West
Duluth, MN 55806

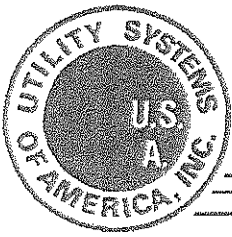
RE: HOCHS Parking Lot Imp. Project
Start Date/Completion Date

The official start date of this project was 7-11-16 due to unforeseen circumstances.

We are, therefore, requesting the completion date be adjusted accordingly.

Thank you.

Dale Cich
Project Manager



P.O. Box 706 • Eveleth, Minnesota 55734-0706 • (218) 744-4342 FAX (218) 744-5491

August 25, 2016

Adam Zwak
Northland Consulting Engineers, LLP
102 South 21st Ave. West
Duluth, M 55806

RE: HOCHS Parking Lot Project

In regard to your email of 8-23-16 requesting a revised schedule, we believe the schedule to be as follows:

Completion date: 11-15-16 — Without any further delays and changes to take place on this project, we expect to be completed sometime in October.

The seriousness in the delays of the contract and unforeseen changes have caused financial damage in our scheduling with subcontractors and equipment rental. I feel you have been misdirected in regard to the resources and drive to complete this project. Based on the weekly and biweekly changes and delays, we have been unable to establish any momentum.

Dale Cich
Project Manager



MAP Agreement

APPLICATION NO.

CONTRACT NO.

Meter Reading Contact Person :

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Marco Technologies LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER: Independent School District No. 709
STREET ADDRESS: 215 N 1St Ave E
CITY: Duluth STATE: MN ZIP: 55802 PHONE: 218-336-8738 FAX:
BILLING NAME (IF DIFFERENT FROM ABOVE): BILLING STREET ADDRESS:
CITY: STATE: ZIP: EMAIL:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with 3 columns: Make/Model/Accessories, Serial #, Starting Meter B&W. Row 1: See Attached Schedule A-1

Minimum Payment* \$ 56,074.18 B&W Print Allowance 1,200,000 Excess Print Charge - B&W* 50.002790

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with 3 columns: Make/Model/Accessories, Serial #, Starting Meter B&W. Rows 1, 2, 3 are empty.

Minimum Payment* \$ B&W Print Allowance Excess Print Charge - B&W*

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to the monthly Lease Payment.)



Do you wish to enroll in the Marco Support Desk for equipment listed herein? Yes OR No

Number of Devices Enrolled:

Marco Support Desk Device Fee's

1 - 5 Devices : \$10 6 - 15 Devices : \$20 16+ Devices : \$30

If enrolled, the equipment on this contract will qualify for Marco Support Desk. If no box is checked, then you have elected to waive Marco Support Desk coverage for equipment listed herein.

FREQUENCY OF MINIMUM PAYMENT

Please Check One: Monthly [] Quarterly [x] Semi Annually [] Annually []

METER READING FREQUENCY

Please Check One: Monthly [] Quarterly [x] Semi Annually [] Annually []

TERM AND PAYMENT SCHEDULE

Term in Months 48

The contract payment ("Minimum Payment") period is monthly unless otherwise indicated.

SUPPLIES COVERAGE LEVELS

Please Check One: All Inclusive [x] B&W Inclusive [] No Supplies Included []

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Marco Technologies LLC X SIGNATURE TITLE DATE

PRIVACY AND INFORMATION SECURITY

You acknowledge that the equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Independent School District No. 709 X CUSTOMER (as referenced above) SIGNATURE TITLE DATE

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on second of this two-page Agreement.

Independent School District No. 709 X CUSTOMER (as referenced above) SIGNATURE TITLE DATE

FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been received, installed, inspected, and is fully operational and unconditionally accepted.

Independent School District No. 709 X CUSTOMER (as referenced above) SIGNATURE TITLE DATE OF DELIVERY

- 1. AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or agree that you have requested that we finance certain licensed software and services for you ("Financed Items"), which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you (a) provide us written notice between 90 and 150 days (before the end of any term) that you want to return the Equipment and (b) you timely return the Equipment in accordance with paragraph 3 of this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. RENT, TAXES AND FEES:** You agree to pay the amounts payable under the terms of this Agreement (each, a "Payment") when due, plus any applicable sales, use and property taxes. If more than one Minimum Payment is listed on the first page or on the attached Schedule(s), you agree that you are obligated to pay the sum of the Minimum Payments. The Minimum Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You cannot pay off this Agreement or return the Equipment prior to the end of the term without our consent. If we consent, we may charge you, in addition to the other amounts owed, an early termination fee equal to 5% of the price of the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** We are the owner of the Equipment and have sole title to the Equipment (excluding Financed Items). We do not own any software that is included with the Financed Items and cannot transfer any interest in such software to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you agree to return all but not less than all of the Equipment (excluding Financed Items) and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your financing.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk of loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or destruction of or damage to the Equipment will relieve you from your payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, at our election, you will either repair or replace the damaged/destroyed Equipment with comparable equipment acceptable to us, or pay to us (a) all past due amounts and (b) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer our rights under this Agreement, in whole or in part, without notice. You agree that if we sell, assign or transfer an interest in this Agreement and/or the Equipment hereunder, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay the Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: 1) the greater of 5% of the Payment which is late or \$20.00 or 2) if less, the maximum charge allowed by law. If you are ever in default, at our option, we may require that you pay 1) all past due amounts, and 2) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). We may recover interest on any unpaid amount, from the due date, at the rate of 18% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including repossessing that you: (1) at your expense, return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or any other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due, in the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossessing, moving, storage, repair and sale. The net proceeds of the sale of any Equipment, if any, will be credited against the amounts you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
- 7. INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.
- 8. FAXED OR SCANNED DOCUMENTS, MISC:** If requested, you agree to submit the original duly-signed documents to us along with the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.
- 9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU ARE UNCONDITIONALLY OBLIGATED TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDED BY US TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**
- 10. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of our principal place of business or, if we assign this Agreement, our assignee. You consent to jurisdiction and venue of any state or federal court in the state in which we, or, if we assign this Agreement, our assignee, has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
- 11. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, and, if indicated by the selection of a Supplies Coverage Level on the first page of this Agreement, maintenance (during normal business hours), inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation. Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for urets may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. If included, the amount payable under this Agreement for supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, we in our sole discretion reserve the right to increase the amount payable under this Agreement for supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. We may charge you a monthly supply freight fee to help offset our costs of delivering supplies to you.
- 12. EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per month per device to collect your reads. If you make more than the applicable allowed prints in any period, you agree to pay us an additional amount equal to the number of excess prints made during such period, multiplied by the applicable Excess Print Charge. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s).
- 13. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**
- 14. TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on Minimum Payment, prorated on a 30-day calendar month, and will be included on your first invoice.
- 15. SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. B&W Inclusive is defined as only including black toners, black developers, black drums and black drums kits. Cyan, magenta and yellow toners, developers, drums and drums kits are not included. No Supplies Included is defined as not including any toners, developers, drums or drums kits.
- 16. MARCO SUPPORT DESK:** The Managed Account Program agreement includes access to the Marco Support Desk, Monday-Friday from 8:00 am to 5:00 pm CST. Marco Support Desk is included for all Equipment listed on this Agreement and is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates. Marco Support Desk includes the following:
 - Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a best attempt to reconfigure scan to email for changes made by your Internet Service Provider.
 - Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations; Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.
 - New or upgraded end user software that results in printing issues requiring updating print drivers or configurations; Additional training sessions for key operators and/or end users; Other printing or scanning software related issues as it applies to the imager(s).



MAP
Schedule A-1

APPLICATION NO.

CONTRACT NO.

Phone: 800.892.8548 Fax: 800.847.3087

This MAP Schedule 'A' is to be attached to and becomes part of the Agreement dated _____ by and between the undersigned and Marco Technologies LLC

SUPPLIES COVERAGE LEVELS

Please Check One: [X] All Inclusive [] B&W Inclusive [] No Supplies Included (If none is checked, no supplies will be included.)

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with 4 columns: Make / Model / Accessories, Serial #, Starting Meter Color, Starting Meter B&W. Rows 1-4 contain 'KONICA 1250 (NASPO 3091)'. Rows 5-30 are blank.

CUSTOMER ACCEPTANCE

This MAP Schedule 'A' is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Independent School District No. 709 X
CUSTOMER SIGNATURE TITLE DATED 124

STATE AND LOCAL
GOVERNMENT ADDENDUM

AGREEMENT #
2138442

Addendum to Agreement # 2138442, dated _____, between INDEPENDENT SCHOOL DISTRICT NO. 709, as Customer and MARCO TECHNOLOGIES, LLC, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

**TERMS AND CONDITIONS
ADDENDUM**

**AGREEMENT #
2138442**

Addendum to Agreement # 2138442, between **INDEPENDENT SCHOOL DISTRICT NO. 709**, as Customer and Marco, Inc., as Owner. The words you and your refer to Customer. The words we, us and our refer to Owner.

The parties wish to amend the above-referenced Agreement as follows:

Paragraph 11. MAINTENANCE AND SUPPLIES:

Sentence 2 has been modified to read as follows:

"Paper and MICR cartridges must be separately purchased by you."

Sentences 6 and 7 have been removed in their entirety:

"If included, the amount payable under this Agreement for supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, we in our sole discretion reserve the right to increase the amount payable under this Agreement for supplies in order to adjust for any increased toner and developer usage in excess of the industry standard."

The last sentence has been removed in its entirety:

"We may charge you a monthly supply freight fee to help offset our costs of delivering supplies to you."

Paragraph 12. EXCESS CHARGES AND COST ADJUSTMENTS:

The last sentence has been removed in its entirety:

"At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s)."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Marco, Inc.

Owner

Signature

Title

Date

INDEPENDENT SCHOOL DISTRICT NO. 709

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 20, 2016 at 6:30 PM the Board Room of the Historic Old Central High School, and will receive input from the public on the proposed certified levy for 2016 payable in 2017.

THEREFORE BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2016 payable 2017 at the maximum amount.

RESOLUTION

Authorizing the Purchase of Real Property Located at 3215 Elm Street

WHEREAS, the Housing and Redevelopment Authority of Duluth (HRA) in 2013 acquired real property located at 3215 Elm Street, Duluth MN, described at Lot 24 and 25 Block 2 Centerdale Addition to Duluth; and

WHEREAS, the HRA has determined the best use of the property is by the ISD 709 for school purposes and has offered to sell the property to ISD709 for One Dollar (\$1.00) plus recording and legal cost estimated not to exceed One Thousand Dollars (\$1,000.00); and

WHEREAS, The Duluth City Council has approved resolution 16-0593R AMENDING RESOLUTION NO. 16-0245R, WHICH AMENDED RESOLUTION NO. 16-0152, WHICH AMENDED RESOLUTION NO. 16-0055, CONFIRMING DEMOLITION ASSESSMENT ROLL TO DELETE A THIRD PROPERTY REDUCING THE AMOUNT ASSESSED, and relating to the subject property resulting in the total cost for acquiring this property by ISD709 at approximately \$1,001.00

NOW, THEREFORE, BE IT RESOLVED the School Board hereby authorizes the purchase of real property located at 3215 Elm Street, Duluth MN, described at Lot 24 and 25 Block 2 Centerdale Addition to Duluth, in the City of Duluth, in St. Louis County, and;

BE IT FURTHER RESOLVED that the School Board authorizes the School Board Chair to execute a purchase agreement and all other documents required for closing this purchase transaction.

Memorandum

To: Bill Hanson
School Board

From: Kerry M. Leider



Date: September 26, 2016

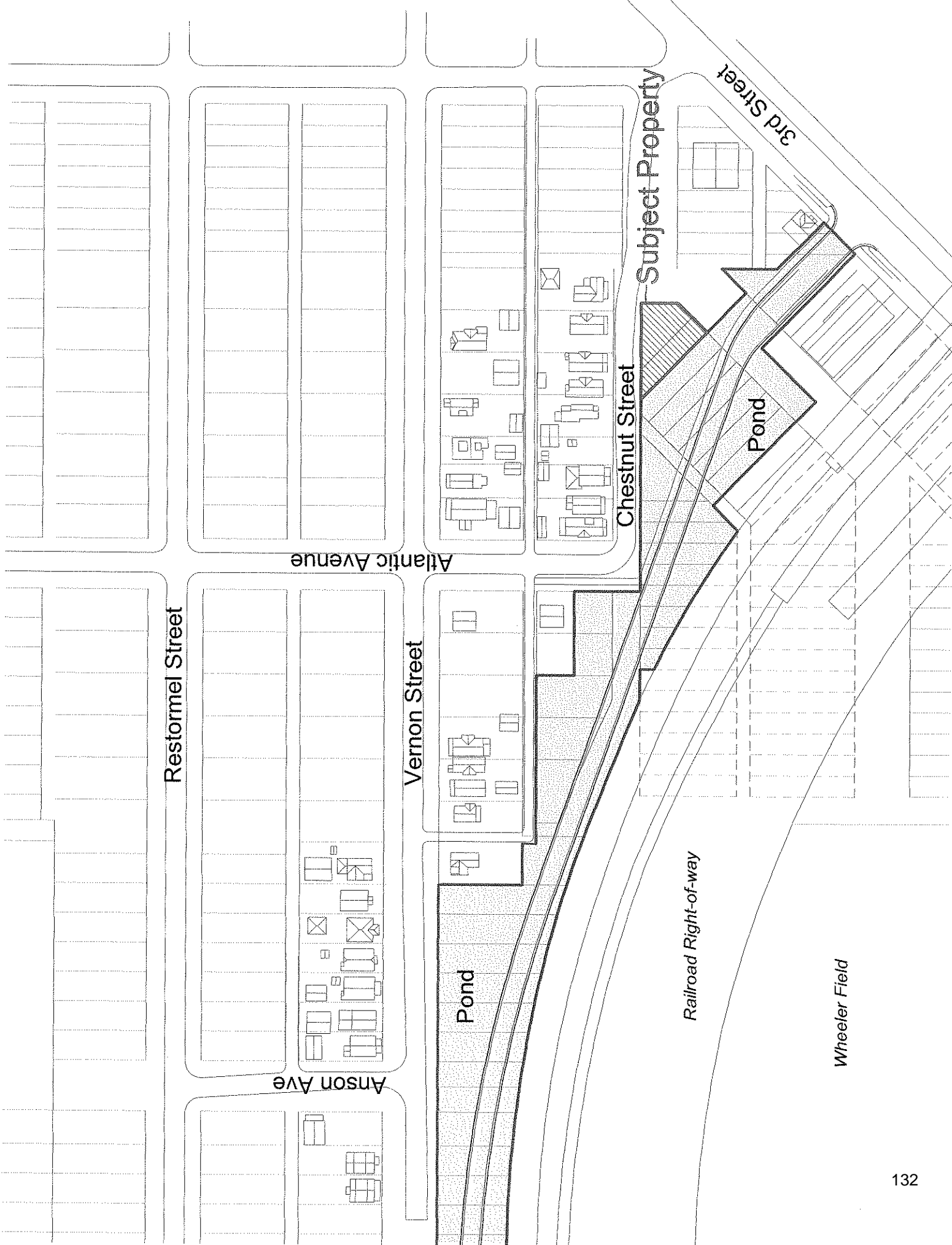
Re: Resolution Authorizing the Purchase of Real Property Located at 3215 Elm Street

The Housing and Redevelopment Authority of Duluth (HRA) in 2013 acquired real property located at 3215 Elm Street, Duluth Mn, described at Lot 24 and 25 Block 2 Centerdale Addition to Duluth. This property is adjoining the land associated with the Lincoln Park Middle School near its entrance off West Third Street. After acquiring the land and overseeing the demolition of the old house in that property the HRA determined the best use of the property is by the ISD 709 for school purposes and has offered to sell the property to ISD709 for One Dollar (\$1.00) plus recording and legal cost estimated not to exceed One Thousand Dollars (\$1,000.00).

This land was a parcel that the District had wanted to buy back in 2009 -10 in order to utilize existing Chestnut Street for the school entrance route. At that time the district was not able to accomplish purchase as the owner was not a willing seller Eventually the District acquired other property from Rainbow Auto Body in order to connect to West Third street for the entrance driveway to the school.

I am recommending the School Board approve a Resolution authorizing the acquisition of the subject now as it is being offered by the HRA for \$1.00 plus some of the legal and closing cost estimated not to exceed \$1,000.00, and where unpaid assessments related to are zero.

Attachments





An Equal Opportunity Employer

**City Treasurer
Finance Department**

411 West First Street • Room 105 • Duluth, Minnesota • 55802-1190
Telephone: 218-730-5350 • Treasury@DuluthMN.gov

HRA OF DULUTH
222 E 2ND ST
PO BOX 16900
DULUTH MN 55816-0900

Parcel Address(es)

- 3215 ELM ST
DULUTH, MN 55806-0

Parcel Legal

Plat Name CENTREDALE
ADDITION TO DULUTH
Section 0
Township 0
Range 0
Lot 0000

Plat/Parcel: 010-0440-00390
Contract Number: 2016001
Contract Parcel ID: 48273
Project Desc: 2015 Demolition Files Under 5K
Improvements: RA
Fund: Razing (110)
Original Hearing Date: 10/26/2015
Original Due Date: 3/30/2016
Current Due Date (w/ grace period): 3/31/2017
Contract Status: Active
Deferral:
CDBG:

Interest Rate: 2.410%
Annual Pmt Amt: \$854.06
Annual Amount Outstanding: \$0.00
Repayment Years: 5
Last Interest Date: 8/18/2016

	Current Arrears	
<u>Principal:</u>	\$0.00	\$0.00
<u>Interest:</u>	\$0.00	\$0.00
<u>Penalty:</u>		\$0.00
<u>Fees:</u>		\$0.00
<u>Totals:</u>	\$0.00	\$0.00
Payoff Amount as of 8/18/2016		\$0.00





Pay your Property Taxes with a Credit Card

Please take note: The tax amount shown is the full year tax due. Review your property tax statement to see when tax payments are due for this parcel. Late payments require additional penalty payment. Call (218) 726-2383 extension 2 in Duluth for actual amounts to pay or other information.

[Reprint 2016 Tax Statement](#)

[Pay Taxes](#)

[View On Map](#)

Payable 2016 Tax Summary			
2016 Tax & Special Assessments:		Current Tax Due:	
2016 Tax:	\$0.00	1st Half Due:	\$0.00
Special Assessments:	\$0.00	2nd Half Due:	\$0.00
2016 Total Tax & Special:	\$0.00	Delinquent Balance:	\$0.00
		Balance Due:	\$0.00

Please check balances with the Auditor's Office before making your payment

Record Details Parcel Number: **010-0440-00390**
Parcel Type: **RE**

Taxpayer's Name: HRA OF DULUTH
Address: 222 E 2ND ST
PO BOX 16900
DULUTH MN 55816-0900

Tax District (No. / Name): CITY OF DULUTH
Plat Description: CENTREDALE ADDITION TO DULUTH
Legal Description: LOTS 24 AND 25
Lot: 0000 Block: 002
Deeded Acres: 0.00
Section/Township/Range: 0 - 0.0 - 0
School District: 709
Lake (No. / Name): 0
Owner of Record: HOUSING & REDEV AUTH OF DUL
In Tax Year (2016)

Payable 2016 Tax Statement Data

Class Code	Homestead Class Code	Estimated Land MV	Estimated Building MV	Total Estimated MV	Taxable Land MV	Taxable Building MV	Total Taxable MV
560 - Housing Redevelopment Authority Property	0 - Non Homestead	\$6,200.00	\$900.00	\$7,100.00	\$0.00	\$0.00	\$0.00
Grand Totals		\$6,200.00	\$900.00	\$7,100.00	\$0.00	\$0.00	\$0.00

Proposed 2017 Tax Statement Data

Class Code	Homestead Class Code	Estimated Land MV	Estimated Building MV	Total Estimated MV	Taxable Land MV	Taxable Building MV	Total Taxable MV
560 - Housing Redevelopment Authority Property	0 - Non Homestead	\$12,700.00	\$0.00	\$12,700.00	\$0.00	\$0.00	\$0.00
Grand Totals		\$12,700.00	\$0.00	\$12,700.00	\$0.00	\$0.00	\$0.00

Data is current as of: Aug 30 2016 1:53AM

Expenditure Contracts Signed – August 2016

For your information, the Superintendent or the Executive Director of Business Services has signed the following contracts, during the month of August 2016:

Expenditure Contracts

Name	Amount	Source	Description
Frontline	\$836.00	Asst. Supt.	Annual subscription – Focus for Observers
Dan Glisczinski	\$500.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Mary Lou Tarvers	\$5,000.00	Curriculum	Create and coordinate new teacher mentor program
Brent Wetzel	\$250.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
LSS Together for Youth	\$500.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Hartl Pearson Consulting	\$1,750.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
PACER	\$175.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Lisa Rigoni	\$300.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Gerry Nierengarten	\$500.00	Curriculum	Presenter/trainer at Staff Development Day on 8/30/16
Segue Consulting	\$4,070.00	Curriculum	Plan, prep and present 2 day workshop to regional music teachers
Safety First	\$4,333.00	Facilities	Playground surfacing work at Congdon
Developmental Designs	\$9,750.00	Federal Programs	Consultation and training for Holy Rosary School
Jennifer Abrams	\$4,000.00	Federal Programs	Present full day workshop at Marshall School for faculty and administration
Digiterp Communications	\$500.00	Human Resources	Interpreter services for Staff Development Day on 8/30/16
Phyllis Hauck	\$10,000.00	Special Services	Vision services as needed by district
Manpower	\$22,700.00	Technology	Computer support temp employee



Professional Growth Customer Agreement

1400 Atwater Drive Malvern, PA 19355

CD8940

08/03/2016

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

Customer:

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

Agreement Details:

Pricing Expiration: 11/01/2016
Account Manager: Timothy Jarotkiewicz

Contact: Amy Starzecki
Title: Assistant Superintendent
Phone: (218) 476-2285
Email: Amy.Starzecki@isd709.Org

Initial Term: 2016-2017
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Start Date: Upon Signing days after signed date
Subscription Billing Terms: Annually
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Startup Cost: One-Time cost due at signing \$40.00
Annual Subscription: Recurring Cost \$796.00

Table with 4 columns: Itemized Description, Unit Price, Qty, Total. Rows include Focus for Observers - Annual Subscription - Calibration and Activation Fee.

Amount Due at Signing (Startup Cost) \$40.00

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: Duluth School District 709

Frontline Technologies Group, LLC

Name: Bill Hanson

Name:

Signature: [Handwritten Signature]

Signature:

Title: CFO

Title:

Date: 8/4/16

Date:

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

Tax Exempt Number:



1400 Atwater Drive Malvern, PA 19355

Professional Growth Customer Agreement

CD8940

08/03/2016

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

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 authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) 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 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#/>. 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-scrambling 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 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Dan Gliszinski an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

This Agreement shall be deemed to be effective as of August 30, 2016, and shall remain in effect until August 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.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary staff, secondary staff, and specialists and special education teachers and staff. The topic of the presentation will be *Energizing Learning Through Educational Neuroscience*.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth
8:35 am Break and Passing Time
8:45 am Cultural Sharing
9:55 am Break and Passing Time
10:05 am Session #1 (first presentation)
11:35 am Lunch
12:35 pm Session #2 (second presentation)
2:05 pm Break and Passing Time
2:15 pm Session #3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100) for all three presentations. 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 must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

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. **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 Dr. Michael Cary, Director of Curriculum and Instruction, 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:

3638 Casson View Avenue, Duluth, Minnesota, 55804

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)

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.

Dan Glisczinski



8/20/16

Dan Glisczinski, Contractor Signature

SSN/Tax Identification Number Date

Michael Cary

8/22/16

Dr. Michael Cary, Director of Curriculum and Instruction

Date

W. Hanson

8/23/16

Director of Business Services/Superintendent of Schools

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Lou Tarvers, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 25th, 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.** Create and coordinate a teacher mentor program for all new teachers entering ISD 709. Recruit and orient the pre-existing pool of trained mentors within ISD 709. Assign trained mentors to new teachers within ISD 709. Orient new teachers to the program and introduce them to their mentor. Coordinate the delivery of monthly meetings to cover professional development topics pertinent to new teachers with the purpose of improving classroom practice. Coordinate and train new mentors following the 2016-2017 school year. For the contract period of July 25, 2016 - June 30, 2017, a district chromebook will be provided that will need to be returned upon completion of the contract and a district ID that allows access to all buildings within the district will be issued prior to the start of the 2016-2017 school year. The Contractor shall work collaboratively with ISD 709 staff, when needed, to obtain information necessary to complete the above listed tasks.

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 at a rate of \$21.03 up to a sum not to exceed \$4625 (four thousand six hundred twenty five dollars and 00/100). The District also agrees to reimburse the contractor for mileage incurred as a direct result of the items listed under section 2 of this contract at the current IRS mileage reimbursement rate, not to exceed a total of \$300 (three hundred and 00/100 Dollars), and printing expenses up to \$75.00 (seventy five and 00/100 dollars). 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 Director of Curriculum and Instruction, 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 Mary Lou Tarvers.

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.

Mary Lou Jarvers _____ 7/26/2006
Contractor Signature SSN/ Tax Identification Number Date

[Signature] _____
Program Director Date

[Signature] _____ 8/4/16
Director of Curriculum and Instruction Date

[Signature] _____ 8/8/16
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

This Agreement shall be deemed to be effective as of August 30, 2016, and shall remain in effect until August 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.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be Flurning - Incorporating Play into Learning.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth
8:35 am Break and Passing Time
8:45 am Cultural Sharing
9:55 am Break and Passing Time
10:05 am Breakout Session 1 (first presentation)
11:35 am Lunch
12:35 pm Breakout Session 2 (second presentation)
2:05 pm Break and Passing Time
2:15 pm Breakout Session 3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred fifty and 00/100) for all three presentations. 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 must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

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. **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 Dr. Michael Cary, Director of Curriculum and Instruction, 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:

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

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and LSS *Together* for Youth an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

This Agreement shall be deemed to be effective as of August 30, 2016, and shall remain in effect until August 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.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be "*It's OK to Call Us Queer and Other Things To Know About Us*".

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth
8:35 am Break and Passing Time
8:45 am Cultural Sharing
9:55 am Break and Passing Time
10:05 am Breakout Session 1 (first presentation)
11:35 am Lunch
12:35 pm Breakout Session 2 (second presentation)
2:05 pm Break and Passing Time
2:15 pm Breakout Session 3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100) for all three presentations. 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 must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

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. 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 Dr. Michael Cary, Director of Curriculum and Instruction, 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:

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)**

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:

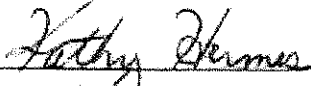
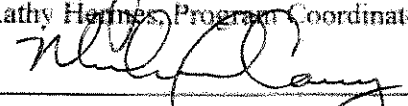

Workers' Compensation Insurance:

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.

			8-5-16
Kathy Hermes, Program Coordinator LSS Youth	SSN/Tax Identification Number		Date
	Together for	8/16/16	
Dr. Michael Gary, Director of Curriculum and Instruction			Date
		8/16/16	
Director of Business Services/Superintendent of Schools			Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of August , 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Hartl Pearson Consulting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of August 30, 2016 , and shall remain in effect until August 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.

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The area covered will be "*Learning Together: Improving Communication Across Organizational Levels*".

The outcomes of these presentation will be:

- Introduce participants to the process of "dialogue," an approach used to help people from different subgroups (e.g., administrators, teachers, staff, students) communicate more effectively;
- Help participants learn to use what Edgar Schein has referred to as "levels of inquiry," a mechanism for creating trust and establishing more collaborative relationships;
- Help participants learn to apply these methods to their interactions with others throughout the organization

The schedule for the day is as follows:

- 8:00 am Welcome by Superintendent Gronseth
- 8:35 am Break and Passing Time
- 8:45 am Cultural Sharing
- 9:55 am Break and Passing Time
- 10:05 am Breakout Session 1 (first presentation)
- 11:35 am Lunch
- 12:35 pm Breakout Session 2 (second presentation)
- 2:05 pm Break and Passing Time
- 2:15 pm Breakout Session 3 (third presentation)

3. **Background Check .** (N/A) to this contract.

(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 \$ 1750.00 (one thousand seven hundred and fifty dollars and 00/100). 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 Michael Cary, Director of Curriculum and Instruction, 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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Pacer (Parent Advocacy Coalition for Educational Rights) and an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

This Agreement shall be deemed to be effective as of August 30, 2016, and shall remain in effect until August 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.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The topic of the presentation will be *Engaging Diverse Families: What Parents Want Teachers to Know and Do.*

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth
8:35 am Break and Passing Time
8:45 am Cultural Sharing
9:55 am Break and Passing Time
10:05 am Breakout Session #1 (first presentation)
11:35 am Lunch
12:35 pm Breakout Session #2 (second presentation)
2:05 pm Break and Passing Time
2:15 pm Breakout Session #3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for lodging for one hotel room in the Duluth, MN area on August 29, 2016 not to exceed the cost of \$175 (one hundred seventy five and 00/100 dollars) including tax and tip. 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 must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

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. **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 Dr. Michael Cary, Director of Curriculum and Instruction, 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:

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)

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:

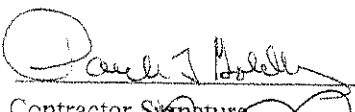
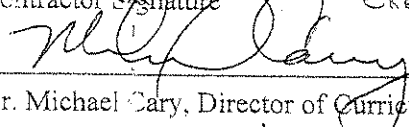

Workers' Compensation Insurance:

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.

	Patricia A. Carter	7/30/16
Contractor Signature	Executive Director	SSN/Tax Identification Number
	Dr. Michael Cary, Director of Curriculum and Instruction	8/16/16
		Date
	Director of Business Services/Superintendent of Schools	8/16/16
		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of August, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Rigoni, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

This Agreement shall be deemed to be effective as of August 30, 2016 and shall remain in effect until August 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.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for three (3) presentations, 90 minutes each, groups to include: elementary education staff, secondary education staff, and specialists and special education staff. The topic covered will be "*Difficult Conversations in the Classroom*".

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth
8:35 am Break and Passing Time
8:45 am Cultural Sharing
9:55 am Break and Passing Time
10:05 am Breakout Session 1 (first presentation)
11:35 am Lunch
12:35 pm Breakout Session 2 (second presentation)
2:05 pm Break and Passing Time
2:15 pm Breakout Session 3 (third presentation)

3. **Background Check.** (N/A for this contract with Lisa Rigoni)
(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 \$300 (three hundred dollars and 00/100). 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 Dr. Michael Cary, Director of Curriculum and Instruction, 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 _

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:

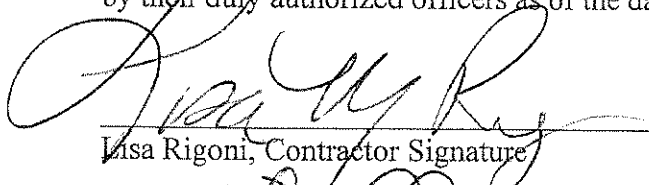
Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers'

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.

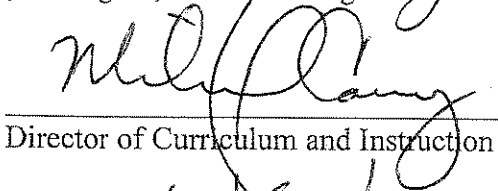
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



Lisa Rigoni, Contractor Signature


SSN/ Tax Identification Number

8/4/16
Date



Director of Curriculum and Instruction

8/16/16
Date



Director of Business Service / Superintendent of Schools

8/16/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Gerry Nierengarten, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**

This Agreement shall be deemed to be effective as of August 30, 2016, and shall remain in effect until August 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.**

Contractor will provide training for District Staff as a Staff Development Day opportunity on August 30, 2016 at Denfeld High School, 401 North 44th Avenue West, Duluth, MN. This opportunity will be for two (2) presentations, 90 minutes each, groups to include: elementary education staff, and secondary education staff. The time of the presentations will be 10:00 a.m. and 2:15 p.m. The topic of the presentation will be Co-Teaching.

The schedule for the day is as follows:

8:00 am Welcome by Superintendent Gronseth
8:35 am Break and Passing Time
8:45 am Cultural Sharing
9:55 am Break and Passing Time
10:05 am Breakout Session #1 (first presentation)
11:35 am Lunch
12:35 pm Breakout Session #2 (second presentation)
2:05 pm Break and Passing Time
2:15 pm Breakout Session #3 (third presentation)

3. **Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$500 (five hundred and 00/100). 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 must submit billing within 14 days of the Staff Development Day and will be paid within 30 days of receiving the invoice.

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. **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 Dr. Michael Cary, Director of Curriculum and Instruction, 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:

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):

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:

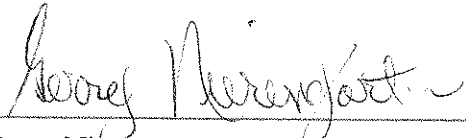

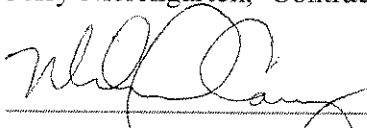

Workers' Compensation Insurance:

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.

		8.23.16
Gerry Nierengarten, Contractor Signature	SSN/Tax Identification Number	Date
		8/25/16
Dr. Michael Cary, Director of Curriculum and Instruction		Date
		8/26/16
Director of Business Services/Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of August, 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:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 8, 2016, and shall remain in effect until August 23, 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 two-day workshop to regional music teachers "Music Assessment Institute". Fee paid for 10 teachers to attend two-day workshop - funds from 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 \$2450.00 for presentation fee, planning, prep of two-day workshop.** 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 within 30 days of receipt of the invoice (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

Kendy Garden
Name

Clerk

Consultant 8/15/2016
Title Date

[Signature] 8/26/16
Program Director

[Redacted]
Taxpayer Identification Number

[Signature] 8/26/16
Director of Budget and Finance

Date

[Signature] 8/25/16
Director of Acad. & Inst.

Music Assessment Institute in Duluth

with Dr. Wendy Barden, Segue Consulting Partners

Funded through NE MN Regional Center PCAE Grant

\$245 Fee for 10 music teachers to attend from NE MN Region. (\$180 fee for each teacher beyond the first 10 teachers attending...these fees will be invoiced to the NE MN Regional Perpich Grant)

Dr. Barden will plan, prep and present a two-day workshop for NE MN Region music teachers. Workshop fee is all-inclusive to include the cost of supplies, workshop materials, room cost, breakfast, snacks and beverages for each attendee.

Learn-think-collaborate in this two-day institute! Assessment is gathering evidence of learning both to help students achieve more, and to document how much they have already achieved. Learn more about performance and other assessments in the music room. Think about assessments you currently use. Collaborate with your team or others who teach the same grades/classes to revise your assessments, or create new ones. All of this with differentiated and music-experienced support so you leave with a more well-developed assessment plan and quality assessments.

Free workshop for music educators in NE MN. Bring your laptop and any print resources you might need. Free wi-fi available.

Monday, August 22, 2016

8:00 am Institute check-in with breakfast treats

8:30 Work begins: Performance Assessment

11:45-12:45 Lunch on your own

5:00 pm Work concludes for the day

Tuesday, August 23, 2016

7:30 am Optional early bird start with breakfast treats

8:30 Workshop begins: Non-performance understanding

11:45-12:45 Lunch on your own

5:00 pm Institute concludes

Location:

Country Inn & Suites

4257 Haines Road, Duluth, MN 55811

218-740-4500 (hotel phone)



SEGUE CONSULTING PARTNERS

Working with you to help you work better. www.seguecp.com

15223 Lake Street Ext. • Minnetonka, MN 55345

August 19, 2016

Invoice #2016-1044

Duluth Public Schools
Attn: Teri Akervik
215 N 1st Ave East
Duluth, MN 55802

Registration fee for 9 additional participants in
Music Assessment Institute
August 22-23, 2016

9 X \$180

\$ 1620.00

Wendy Barden
wbarden@seguecp.com

<http://seguecp.com>

MEMORANDUM

TO: Bill Hanson, Director of Business Services

FROM: Jason Barsness, Coordinator of Health, Safety & Environmental Management

DATE: August 3, 2016

RE: Contract for Providing Playground Surfacing work at Congdon Park Elementary School

The attached contract between ISD 709 and Safety Frist Playground Surfacing, LLC is for playground safety zone surfacing work at Congdon Park Elementary School. Safety Frist Playground Surfacing, LLC. will be removing weeds, resetting mats, raking, and leveling the playground which includes adding 5 inches (140 yards) of surfacing material (engineered wood fiber).

Attached for your signature please find two (2) copies of the contract between ISD 709 and Safety Frist Playground Surfacing, LLC for the contracted services. After review, please sign and return to the Facilities Management office for processing.

If you have any questions, please contact me at extension 3240.

Thank you.

cc: Kerry Leider

SafetyFirst Playground Surfacing LLC

31095 Baugh Street NW
Princeton, MN 55371

Estimate

Date	Estimate #
7/12/2016	1707

Name / Address
Duluth Public Schools Tony Kelekovich 2165 North 1st avenue East Duluth, MN 55802

			Project
Description	Qty	Rate	Total
Congdon Elementary School Playground safety Zone Maintenance Project			
WinterHarvest HWD ASTM Compliant Safety Surfacing	140	20.95	2,933.00
Remove weeds, level, rake, reset mats install surfacing material	140	10.00	1,400.00
Custom fabricated surround for spinner. 1.5" x 8' x 6' 480 pounds	1	524.50	524.50
		Total	\$4,857.50

\$ 4,857.50

AGREEMENT

THIS AGREEMENT, made and entered into 3rd day of August, 2016, by and between Duluth Public Schools, Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Safety First Playground Surfacing, LLC, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for 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 August 4, 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 and install 5 inches (140 yards) of Winter Harvest hardwood chips in the Congdon Park Elementary School playground safety zone per the estimate dated 7/12/16 with the exception of the custom fabricated surround for the spinner. This will include removal and reinstallation of the security fence for access and removing weeds, leveling, raking, and resetting mats as needed. Project time and materials not to exceed \$4333.00.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Estimate;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. 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 \$4,333.00. 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 Jason Barsness, 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: Safety First Playground Surfacing, LLC. 31095 Baugh Street NW, Princeton, MN 55371.

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 bidding 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.** 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. **Professional Liability:** Contractor is required to maintain insurance protecting it from claims 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 including coverage relating to asbestos and environmental hazards.

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>
Jason Barsness	Safety Coordinator

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

Origins Letter of Agreement

Date: 8/15/2016

Contract 10228

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

Client: Holy Rosary School
Address: 2802 E. 4th St.
Duluth, MN 55812

Contact: Jesse Murray
Title: Principal
Phone: 218 724-8565
Email: Jesse.murray@holyroarymn.org

Fees:

DD1 Workshop**	1 Workshop @ \$13,000.00	\$13,000.00
Travel Expense Estimate	1 Expense @ \$2,000.00	\$2,000.00
	Total:	\$15,000.00
	(including estimated travel expenses)	

Description of Work:

Date	Time	Consultant	Description
8/22/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/23/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/24/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**
8/26/2016	8:00-3:30	Roxanne Hable	DD1 Workshop**

**Tuition for up to 20 participants, additional tuition @ \$650/person with a maximum of 30 participants.

Terms:

This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A (The Host Agreement). A purchase order must accompany the signed agreement. Work is invoiced as scheduled, with receipt of the full tuition fee due within 30 days of the invoice date unless special payment arrangements have been approved by The Origins Program. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

Travel expenses will be invoiced separately, if applicable. Travel expenses may include mileage, meals, lodging, airfare, parking, cab or public transportation, tolls, rental car, fuel, and materials shipping. Payment of travel invoice(s) is due within 30 days of invoice date.

Signature: The Origins Program



Jitendrapal Kundan

Title: Executive Director

Date: 8/15/16

Signature: Host School / District



Print Name: Bill Hanson

Title: ISA 709, CFO

Date: 8/19/16

Exhibit A - Contract 10228
The Host Agreement
for *Developmental Designs* | Professional Development

Dates: August 22, 23, 24, 26, 2016

Host School: Holy Rosary School
2802 E. 4th St.
Duluth, MN 55812

Workshop Location/Address:
(If other than above)

Contact: Jesse Murray, Principal
Phone: 218-724-8565
E-mail: jesse.murray@holyroarymn.org

Cell:

Site Management

The Host School/District will provide a contact person who will act as a liaison between The Origins Program (TOP) and the site to assist in planning and help ensure a smooth workshop. The contact person will:

- Submit the participant list to Origins by the requested date
- be responsible for arranging the set-up of the meeting rooms before TOP staff arrive,
- receive materials shipped ahead of time and deliver them to the workshop meeting area,
- communicate with the custodial or other staff regarding support needed from them,
- and be available to assist with set-up.

Contact Person (if other than above)

Name:
Phone: Ext: Cell:
Email:

The Host School/District will provide a contact person during the workshop to be available on-site during all workshop hours (s/he may be a workshop participant). The site contact person will:

- have access to building areas and needed equipment (e.g. copier and copy code),
- have knowledge of the requested technology or be able to contact technology staff,
- and be available to assist with take down.

Workshop Site Contact (if other than above)

Name:
Phone: Ext: Cell:
Email:
Will this person be attending the workshop? Yes _____ No _____

TOP contact: Miriam Nelson Miriam@originsonline.org 612-822-3422 800-543-8715

Preparation and Schedule

The set-up guidelines described in this host agreement should be provided to staff responsible for set-up and preparation of the rooms. **Note:** TOP is not responsible for custodial or engineering fees.

Facilitator Preparation

The facilitator will arrive at the workshop site prior to the start date/time to prepare. It is requested rooms be set-up before arrival on each date of the workshop. The facilitator or TOP representative will call to arrange an agreed upon time to meet and confirm the dates/times listed below.

Schedule

Monday, August 22: 6:30am-facilitator arrival
7:45-7:55 - Participant check-in
8:00am-3:30pm-Sessions
Tuesday, August 23: 8:00am-3:30pm-Sessions. Facilitator hours 7am-4pm
Wednesday August 24: 8:00am-3:30pm-Sessions Facilitator hours 7am-4pm
Friday, August 26: 8:00am-3:30pm-Sessions Facilitator hours 7am-4pm

Space and Materials

In the weeks leading up to the workshop date, we will communicate with the contact person regarding the set-up and arrival of materials if they were shipped. The Host School/District will provide the following to accommodate the number of participants plus TOP's facilitator for one section of *Developmental Designs 1*.

- One spacious room set-up as the primary meeting space. This room will need:
 - to accommodate up to 31 people sitting on adult sized chairs in a circle with some room to move around
 - classroom furniture moved out of the room or to the peripheries
 - LCD projection and internet access
 - one adult height chart stand and one chart pad
 - two classroom tables for the presenter to display books and materials
 - wall space to display charts
- One additional room for break-out into smaller groups. This room will need:
 - Five or six tables with five adult chairs for each table
 - LCD projection and internet access
 - one adult height chart stand
 - table for materials
 - wall space to display charts
- The circle, break-out groups, and LCD projection can be in one spacious room
- Space (gym, outdoor area) to introduce and practice recess games
- Access to a copy machine and a code to use on all workshop dates
- Space inside for participants to have lunch outside of the meeting rooms (cafeteria, all purpose room)
- Climate control – workshop participation is best if meeting rooms are kept at a comfortable temperature and have good circulation

- Supplies to be furnished by Host School/District on the first day of workshop

DD1 Materials to be provided by the school	Quantity
9x12 construction paper, assorted colors	10 sheets
12x18 white drawing paper	50 sheets
White copy paper	50 sheets
Small index cards	3 pkgs.
Post-it notes	6 pads
Sentence strips, assorted colors, 40 strips (Alternative: long strips of paper, approximately 3"x24")	40 strips
Craft/popsicle sticks	30
#2 pencils, sharpened	10
Blue masking tape (Alternative: masking tape, blue painters tape is requested to protect walls when facilitator hangs charts)	1 roll
Scotch tape	6 rolls
Adult scissors	6 pairs
Push pins	1 pkg.
Stapler	1
Highlighters, any color	12-20
Wide markers	7 boxes
Chart pads, lined	2
Chart stand	1

Refreshments and Lunch

TOP is not responsible for either making arrangements or paying for refreshments and lunch each day. The time allotment for lunch is a half-hour each day at 12:00 noon. The Host School/District may arrange for food and beverage for participants and facilitator; morning refreshments each day and lunch for four days. The Host School/District will notify TOP and participants of the lunch plans so they can plan accordingly.

Registration and Payment

TOP will manage the registration for the workshop. E-mail the registration spreadsheet provided with the following information: **first and last name, school, subject, specialty, e-mail address** tomiriam@originsonline.org.

Each person for whom we have received the required information will receive a Welcome Letter by e-mail to the e-mail address provided. The e-mail may include important information regarding graduate credit registration. Please advise participants to check their e-mails for the Welcome Letter.

The cost of this workshop and payment terms can be found in The Origins Program Letter of Agreement. No one will be registered until payment and registration forms are received in the TOP office.

I have read the Host Agreement and agree to the responsibilities described herein.

Signed: _____ Date: _____
Workshop Host

(Print Name) (Title)

Signed: _____ Date: _____
Contact Person

(Print Name) (Title)

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of August, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Abrams, 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 26th, 2016, and shall remain in effect until August 26, 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.** (insert programs or services to be performed by contractor)

Consultant will present a one day workshop for faculty and administration at Marshall School on 8/26/16 entitled Collaboration Skills and Finding Your Voice Around What Matters – 8:30am-3:00pm

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 \$4000.00. 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 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 Jennifer Abrams - 4290 Wilkie Way, Apt. L, Palo Alto, CA 94306.

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~~

e-signature - Jennifer B.Abrams
Title

~~Clerk~~

Educational Consultant
Title

Program Director

Taxpayer Identification Number


Director of Business Service



...where theory
meets practice...

INDIVIDUAL OR AGENCY – INTERPRETER AGREEMENT

This Consultant Agreement is by and between Digiterp Communications and ISD 709. Services to be provided and other details have been listed below.

Name/Agency: Doug Bowen-Bailey/Digiterp Communications

Address: 728 East 7th Street Duluth MN 55805

Telephone #(s): (218) 310-7940

Social Security or
Federal ID Number:

Description of Service
to be Provided: Interpreting Services as needed by the school district
Population to be
Served: students and staff requiring ASL-English interpreting Services

Location and times of Services: Any ISD 709 location

Required Qualifications: Nationally Certified Interpreter File Folder # If Needed: MRID Member

Date(s) of Service: August 30, 2016


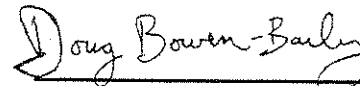
Rate of Pay: \$40 per hour for services – Minimum of two hours per assignment

Invoicing Procedure: send invoices to Michelle Porter

Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (BRIC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other party. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES			
		8/24/16	8/24/16
ISD 709 Representative	Interpreter	Date	Date

CONTRACT FOR VISION SERVICES

Special Education Services by a Teacher licensed in the area of Blind/Visually Impaired

This Agreement, made and effective as of the 1st day of September 2016 by and between Independent School District #709, Duluth Public Schools, hereinafter referred to as "School District", and Phyllis Hauck, a special ed teacher licensed in the area of Blind/Visually Impaired, hereinafter referred to as "Provider."

RECITALS

The parties hereto recite and declare as follows:

1. School District has a need and desire to obtain vision services in conjunction with its programs and sites.
2. School District desires to contract with Provider, as an independent contractor, to perform the work and provide the services deemed to be required or necessary.
3. Provider desires to enter into a contract with School District to perform the work and/or provide the services deemed necessary or required.
4. Provider has the capability and interest to provide the needed services to School District.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall be for one year commencing the 1st day of September 2016, through the 30th day of June 2017. This agreement can be renewed, modified, or changed only in written form and by formal action and approval by the boards of School District and Provider.

During the term of this agreement, or any extension or renewal of same, the agreement can be terminated without cause by either party with 60 days' written notice to the other.

II. Services To Be Provided by Provider

Provider shall provide vision services as needed and requested by School District to service School District's programs and sites. These services shall include, but are not limited to, the following: direct and indirect student contact time as stated in IEP, classroom consultation, parent contact and conferences, staffing and team meetings, home programs, evaluations, specialized programs for groups, in-services when required by the school district, make-up of sessions missed by Provider but not by Student, if possible, and record keeping including the following: IEP's and evaluation reports, staffing reports, and progress reports. This also includes any other services that would be necessary to carry out the aforementioned and as requested by School District.

III. Qualified Staff and Liability

A. Provider agrees and states that all services provided under this agreement shall be provided by a qualified and licensed teacher of Blind/Visually Impaired. License must be for MN.

B. Provider shall hold and maintain in place and effect professional liability and errors and omissions liability coverage for any and all of its employees performing services under and pursuant to this contract in an amount which is in accordance with the Minnesota Tort Claims Act, Minn. Stat. §466.01, et seq.

C. Provider agrees to hold harmless and to indemnify School District for any claims, causes of action, or for damages, which may arise or flow from the negligent and/or wrongful acts or conduct of provider, its employees or representatives, including for breach of the standard of care, breaches of confidentiality, and/or the inappropriate and improper release of private, confidential, educational, or health data of any school districts' students or personnel with reference, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations.

D. Provider agrees to a background check and states she will not perform any services under this contract if there is any history of complaints or convictions for sexual harassment, child molestation, assaultive behavior, history of drug use or alcohol abuse, or other similar behavior or conduct.

IV. Access to School District Space and Equipment

School District agrees to provide Provider with adequate space within existing School District buildings so as to allow Provider to deliver on-site services, as necessary and appropriate. Provider shall also have access to certain school facilities and equipment in order to facilitate its programs and services being delivered under this agreement. Room, space, facilities, and equipment issues shall be worked out between Provider and School District administration. However, School District programs shall always have priority with regard to room, space, facilities, and equipment utilization.

V. Additional Duties of Parties

A. Provider shall provide all necessary cooperation and paperwork as required by the individual needs and programmatic requirements of the students receiving services.

B. All services provided by Provider shall meet all state and federal standards applicable to the service provided and the needs of the students to whom the services are being delivered.

C. All services provided by Provider shall be under the direction and supervision of the Director of Special Services for Duluth Public Schools.

VI. Payment and Reimbursement

School District shall pay Provider \$50.00 per hour, not to exceed \$10,000, for all services provided and delivered under this contract. This should apply only to the actual delivery of services and travel from her office to school sites. Mileage will be paid at the IRS rate for mileage between the Provider's office and member district sites to whom services are directed.

Any workshops to be attended by any of the employees or representatives of Provider shall not be considered for payment or reimbursement unless prior approval has been given by the Special Education Director after approval from the Board.

Provider represents that it has a tax ID number and shall provide this to the School District. Provider shall provide verified invoices on a monthly basis. School District will provide Provider with a 1099 at the completion of each tax year.

VII. Data and Information Obligations

Provider agrees to be bound by the obligations, restrictions, and limitations set forth by federal and state law, rule, or regulation, including, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations, in conjunction with any student data and information to which it has access or which it may receive. Both parties agree to abide by applicable federal and state laws, rules, and regulations regarding confidentiality and exchange of data and information. All records generated by Provider in delivering services to students, including, but not limited to, clinical notes, treatment records, and all other records applicable to a student and the services received by that student shall be considered to be records of School District and/or any of its member districts to whom services may be provided.

VIII. Dispute Resolution

The parties agree that any dispute arising under this agreement shall be submitted to binding arbitration through the Bureau of Mediation Services and its mediation/arbitration programs and procedures. Any arbitration decision shall be limited to only those issues which directly relate to this agreement and to the services provided herein. The parties shall equally share the cost of arbitration, but shall be responsible for the cost of their own representatives and/or attorneys.

IX. Assignability


Neither parties' rights and obligations under this agreement may be transferred, conveyed, or assigned without the written prior consent of the other party.

X. Interpretation – Titles of Paragraphs

The parties state and represent that this contract was mutually negotiated and that any ambiguities or uncertainties in language, meaning, or interpretation of this contract shall not be necessarily construed against either party.

Further, the various titles to the paragraphs in this contract are used solely for convenience, and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this contract.

By _____ Date _____
Phyllis Hauck
Provider

By  _____ Date 8/29/16
William Hanson, CFO
Duluth Public Schools



RATE & SERVICE CONFIRMATION LETTER

Manpower August 17, 2016
Independent School District 709
215 N. 1st Ave E
DULUTH, MINNESOTA, 55802

Dear Bart,

Thank you for choosing Manpower, the leader in the changing world of work. This letter confirms our understanding with you, Independent School District 709, to place one or more clerical/administrative and/or light industrial temporary or permanent positions

As discussed, Manpower will recruit, interview, screen and assign to you our employee associates who, through our proven process and expertise, are the best qualified candidate to perform the work described below. We will also maintain personnel and payroll records; paying, withholding and transmitting payroll taxes; making unemployment compensation contributions; handling unemployment and workers' compensation claims involving our associates with respect to the compensation that we have agreed to pay; and removing any assigned associate at your request for any lawful reason.

Manpower expects you to take responsibility for directing and controlling the work performed by our associates. We also expect you to provide all associates with a safe worksite that is free from harassment and to provide information, training and safety equipment with respect to any hazardous substances or conditions to which associates may be exposed at the worksite.

Manpower is solely responsible for the compensation of our employees, and must pay each employee for all hours worked. You agree to remit the negotiated Bill Rate for all hours worked, including negotiated overtime bill rates for hours worked in excess of forty (40) hours during an agreed pay period.

The term of this relationship will be six (6) months from the signature date of this agreement.

We will fill roles for the following job descriptions and locations:

Table with 2 columns: Job Description, Location. Row 1: Computer Support, Duluth, Minnesota

* If the parties decide to change information contained within this letter, for example, adding or deleting jobs or locations, they must notify the Manpower office in writing reflecting the intended change.

Table with 1 column: Straight Time Bill Rate. Row 1: \$35.26 bill rate per hour. Row 2: (Based on hourly pay rate of \$23.53)

*The above Rates are comprised in part and subject to the following costs associated with Manpower's government mandated employer obligations: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

If during the term of this Agreement and for six (6) months thereafter, you solicit or hire away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Agreement, or permit any Assigned Employee to transfer to another entity's payroll in order to perform work for you or at your facilities, you shall pay Manpower a direct hiring conversion fee.

Table with 2 columns: Time on Assignment, Prorated Fee Schedule

0 to 240 Hours	NO FEE
241 to 480 Hours	NO FEE
481 to 720 Hours	NO FEE
721 + Hours	NO FEE

*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.

Finally, we will perform the following background checks and tests for temporary employees assigned to you:

Check or Test	Specific Requirements, If Any	Cost
Criminal Record Check		\$25.00 per employee.
Driving Record Check		\$15.00 per employee.
Drug Tests		\$35.00 per employee.
Credit Check		\$40.00 per employee.
Education Verification		\$15.00 per employee.
Health Compliance		\$ per employee.
Other		\$ per employee.

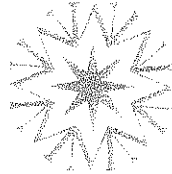
Once again, thank you for your business. We look forward to providing you with solutions to help you succeed in the changing world of work.

Sincerely,

ManpowerGroup US Inc.
Branch Manager

ACKNOWLEDGED AND ACCEPTED:	
Client	
By:	<i>Bill Hanson</i>
Printed Name/Title:	Bill HANSON, CFO
Date:	8/18/16

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2017	57000		\$3000		TBD



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 ("Licensor"), 215 N 1st Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN ("MnSCU").

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the "Space"):

Location: Lincoln Park Middle School Athletic Field at, 3215 W. 3rd Street, Duluth MN

Date and Time: August 21, 2016 – October 30, 2016 (Schedule attached)

Description of Activity or Event: LSC Men's and Women's Soccer Games

2. **FEES.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of no more than \$3000.00 (Three Thousand and 00/100 Dollars) for use of the field, which shall be payable within 30 (30) days of MnSCU's receipt of Licensor's invoice.

3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of August 10, 2016 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2016. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Bill Hanson, Executive Director
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
 - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking
 - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
 - d. janitorial services related to restroom;
 - e. gate attendant of ISD 709 or any necessary keys or access codes;
 - f. other: A restroom facility directly accessible from the field level.

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
8. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]

with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
 - **EXHIBIT A**, General Insurance Requirements

17. **SPECIAL PROVISIONS.** NONE

Signature Page for Facilities Use Agreement – Off-Campus Facilities Only


IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. LICENSOR: Independent School District #709

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)	
	
Title	CFD
Date	8/15/16

By (authorized signature)	
Title	
Date	

3. AS TO ENCUMBRANCE:

4. AS TO FORM AND EXECUTION:

By (authorized signature)	
Title	
Date	

By (authorized signature)	
Title	
Date	

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

LSC Administrator on Duty for Home Soccer Games 2016

Day	Date	Game against	Men	Women	Location and if Home game or Away game	Administrator/Task Force
Sunday	21-Aug	Northland College	1:00pm		Lincoln Park Middle School	
	21-Aug	Northland College		3:00pm	Lincoln Park Middle School	
Thursday	1-Sep	Finlandia College	4:00pm		Lincoln Park Middle School - Men Only	
Saturday	3-Sep	Red River College		3:00pm	Lincoln Park Middle School - Women Only	
Wednesday	14-Sep	St. Scholastica College	3:00pm		Lincoln Park Middle School	
Wednesday	14-Sep	UW Superior		5:00pm	Lincoln Park Middle School	
Sunday	18-Sep	Anoka Ramsey	1:00pm		Lincoln Park Middle School	
Sunday	18-Sep	Anoka Ramsey		3:00pm	Lincoln Park Middle School	
Saturday	24-Sep	Dakota County	9:00am		Lincoln Park Middle School	
Saturday	24-Sep	Dakota County		11:00am	Lincoln Park Middle School	
Thursday	29-Sep	UW Superior	3:00pm		Lincoln Park Middle School	
Thursday	29-Sep	UW Superior		5:00pm	Lincoln Park Middle School	
Wednesday	5-Oct	St. Scholastica College		4:30pm	Lincoln Park Middle School - Women Only	
Saturday	8-Oct	Riverland	1:00pm		Lincoln Park Middle School	
Saturday	8-Oct	Rochester		3:00pm	Lincoln Park Middle School	
Saturday	15-Oct	Century College	1:00pm		Lincoln Park Middle School	
Saturday	15-Oct	Century College		3:00pm	Lincoln Park Middle School	
<p>Gates open one hour prior to game time. We ask that Administrator on duty be at game 15 minutes prior to start time. Gate attendants for Lincoln Park will be: Opening: Dennis McDonald 218.591.6769 Closing: Mike Halligan 218.349.1953 Coach Lightfoot: 218.290.7518</p>						

STATE OF MINNESOTA ANNUAL PLAN AGREEMENT

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between **Duluth Public Schools** (“Contractor”) whose designated address is 201 North 1st Street East, Duluth , MN 55802, and Minnesota Department of Education (MDE) (“State”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

- A. Provide outreach through distribution of MDE-developed marketing materials, in-person meetings and phone calls to PreK-3 teachers and administrators in school districts located in the liaisons’ assigned Governors Economic Development Regions about the MDE in-depth professional learning opportunity to improve student learning through the “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online course by September 20, 2016.
- B. Provide information to MDE by September 30, 2016, on the outreach strategies used to promote school district participation in the online course.
- C. Participate in the “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online course launch session on one of the following dates and regional locations:
 1. September 20, 2016 (1:00 p.m. to 5:00 p.m.) in Roseville - TIES Conference Center, located at 1644 Larpenteur Avenue West, Falcon Heights, MN 55108.
 2. September 21, 2016 (10am-2pm) in Little Falls – Minnesota Initiative Foundation located at 405 1st St SE, Little Falls, MN 56345.
 3. September 21, 2016 (10am-2pm) in Owatonna - Steele County History Center located at 1700 Austin Road, Owatonna, MN 55060.
 4. September 22, 2016 (10am-2pm) in Grand Rapids – Blandin Foundation located at 100 N Pokegama Ave, Grand Rapids, MN 55744
- D. Participate in the PreK-3 Regional Liaison and Administrator evaluation and sustainability meeting on December 2, 2016, (9:00 a.m. to 3:00 p.m.) at the TIES Conference Center located at 1644 Larpenteur Avenue West, Falcon Heights, MN 55108.
- E. Participate in “Building Rigorous and Robust PreK-3 Learning Environments: The Art of Communication in Classrooms for Young Children” online discussion for 18 modules (time estimate is 30-60 minutes for each module with a discussion component) with course participants from liaison’s designated region. The link to the course is at: <http://mespa.net/event-2248980>

The contractor will be paid an amount not to exceed **\$2,500.00** upon completion of the above services for a grand total not to exceed **\$2,500.00**.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory; or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90

percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.
5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/accessibility/>
 - A. Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.
10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
 - A. Use only print-quality department logo. Request a copy from Linda.Hildebrant@state.mn.us
 - B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
 - C. Video content must be open or closed captioned.
 - D. Copy must be free of typographical and grammatical errors.
 - E. Font size will be, minimally, 12 pt. Times Roman, 11 pt. Arial, or comparable size.
 - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
 - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
 - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
11. **Plain Language** Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
 - A. Use language commonly understood by the public;
 - B. Write in short and complete sentences;
 - C. Present information in a format that is easy-to-find and easy-to-understand; and
 - D. Clearly state directions and deadlines to the audience.
12. **Authorized Personnel**
 - A. MN Department of Education's Authorized Representative is:
Michael Brown, Early Learning Services
mike.p.brown@state.mn.us
651-582-8224
 - B. Contractor's Authorized Representative is:
Peggy Blalock
Peggy.blalock@isd709.org
218-336-8777 ext. 1079

13. Term of Agreement and Payment Information

- A. Agreement Begin Date: **August 15, 2016**, or the date the State obtains all required signatures under Minn. Stat. . § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- B. Agreement End Date: **December 30, 2016**
- C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
- D. The total amount that the State agrees to pay for services is not to exceed **\$2,500.00**
- E. The total amount that the State agrees to pay for this annual plan is not to exceed **\$2,500.00**.
- F. Contractor must submit **one** invoice upon completion of the above services, which is due no later than **January 31, 2017**, to Accounts Payable.
- G. Invoice must include the following information:
 - i. MDE's Authorized Representative's name
 - ii. The Purchase Order (PO) and Contract number
 - iii. Dates of service
 - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
 - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Contract number.
 - vi. The preferred method of obtaining an invoice from a vendor is by email.
Submit invoices via email to Accounts Payable:
MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us
 - vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**
MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

1. ENCUMBRANCE VERIFICATION:

Signed: <i>[Signature]</i>
Date: 8-3-16
Annual Plan T-number: 17A37
Purchase Order (PO) number: 3000013701

2. CONTRACTOR: DULUTH PUBLIC SCHOOLS

By: <i>[Signature]</i>
Title: CFO
Date: 8/4/16

3. STATE AGENCY:

By (authorized signature): <i>[Signature]</i>
Title: Acctg Operations Mgr.
Date: 8-5-16

Other Contracts Signed – August 2016

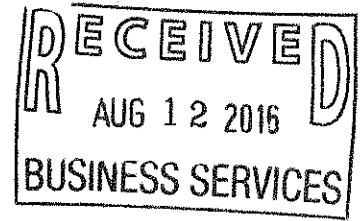
For your information, the Superintendent or the Executive Director of Business Services has signed the following contracts, during the month of August 2016:

Other Contracts

Name	Amount	Source	Description
College of St. Scholastica	\$0	Special Services	Clinical site for student learning
MSHSL – Region 7AA	\$0	Denfeld	Facilities use agreement
MSHSL – Region 7AA	\$0	East	Facilities use agreement



August 9, 2016



Bill Hanson
Director of Business Services
Duluth Public School System - ISD #709
215 N 1st Ave E
Duluth, MN 55802

Dear Mr. Hanson:

On behalf of the faculty and students of The College of St. Scholastica, I want to thank you and your staff for providing an excellent clinical site for student learning.

Current agency agreements were recently reviewed with no changes anticipated. Will you please review the enclosed agreement, and if no changes are required from your perspective, sign both copies, keep one, and return the other in the enclosed business reply envelope? Do not hesitate to contact me at (218) 723-6566 if you believe any changes are required, or if you have any other questions.

Thank you again for your generous cooperation with our educational endeavors.

Sincerely,

Sandra Thoreson
School of Nursing Administrative Assistant II

Enclosures



REVIEW AND CONTINUATION OF THE
CLINICAL LEARNING EXPERIENCE AGREEMENT
BETWEEN

The College of St. Scholastica
School of Nursing
1200 Kenwood Avenue
Duluth, Minnesota 55811-4199
(Hereinafter referred to as the **COLLEGE**)

AND

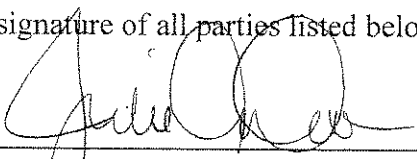
Duluth Public School System - ISD #709
215 N 1st Ave E
Duluth, MN 55802
(Hereinafter referred to as the **FACILITY**)

We have reviewed the Clinical Learning Experience Agreement between the **COLLEGE** and the **FACILITY**. The **COLLEGE** and the **FACILITY** agree to continue all terms and conditions previously agreed upon in the Clinical Learning Experience Agreement entered into on 7/30/2013.

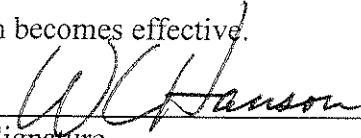
This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.

This Agreement shall continue in effect unless written notice of desire to change or terminate the Agreement is given by either party to the other by June 1 of the year preceding the one in which termination is to become effective with provisions for safeguarding the program of students currently enrolled in the nursing program.

Upon signature of all parties listed below, this extension becomes effective.



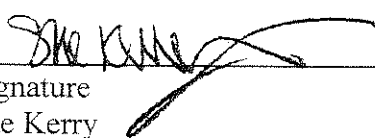
Signature Date
Julie Anderson, PhD, RN
Dean and Professor, School of Nursing
The College of St. Scholastica



Signature Date
Bill HANSON

Printed Name
CFO

Title
Duluth Public School System - ISD #709



Signature Date
Sue Kerry
Chief Financial Officer
The College of St. Scholastica

Region 7AA Facilities Use Agreement – 2016-2017

This Agreement is entered into on August 23 2016 by and between Minnesota State High School League Region 7AA ("Region") and Duluth Dewfield HS ("Host School"). The term of this agreement is August 1, 2016 through July 31, 2017.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region "7AA" Tournament Report Form. Host is responsible for compliance with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, webstreaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2017.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Auluth Dewfeld High School

Authorized Signer Name Bill Hanson BILL HANSON

Title CFO

Date 8/23/16

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

Region 7AA Facilities Use Agreement – 2016-2017

This Agreement is entered into on August 23 2016 by and between Minnesota State High School League Region 7AA (“Region”) and Duluth East HS (“Host School”). The term of this agreement is August 1, 2016 through July 31, 2017.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the “Facilities”) to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region “7AA” Tournament Report Form. Host is responsible for compliance with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, webstreaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2017.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Duluth East High School

Authorized Signer Name Bill Hanson BILL HANSON

Title CFD

Date 8/23/16

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

August 2016

Facilities Management – Maintenance and Operations - General

In the past month the maintenance crews have completed 298 work orders, and are currently working on 501 open work orders.

Facilities maintenance trade crews are currently scheduled to be at East High School.

Re-commissioning studies have been completed at Lakewood, Lowell, Stowe, and Homecroft. Results for Lowell and Homecroft have been presented to the District, and Lakewood and Lowell will be presented to the District next week.

Speed bumps were installed at EHS on Greyhound Drive, last week, and will be painted when weather allows.

Duluth Ballet is utilizing the Central High kitchen area to clean and mend costumes.

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 is nearing completion.. Tuck pointing is done, with some windows and window flashing yet to complete. Contractors are working around site use and hours.

Installation of the EHS visitor management doors is complete.

Johnson-Wilson Constructors is making good progress on the new Design Center at Denfeld High School. Completion should occur in late September to early October.

The HOCHS 3rd street parking lot project continues to move forward. This project presents some difficult challenges due to late start and City permit challenges. Completion at this point appears to be early November. The public entrance will be complete as soon as possible.

The new data cabling and camera installation project at HOCHS is close to completion.

Construction is complete on the Unity Gym remodeling project.

Construction is complete on the Lowell office remodel project.

The East High School Monument Sign has been moved from OEMS to EHS.

Building Operations

Operations staff continues to get our buildings ready for the arrival of students, faculty, and staff. Individuals that had been participating in the Building Operators Certificate program have successfully received their certifications. Operations staff took part in the district wide staff development day on August 30th.

Building Operations (cont'd)

One Fireperson II and 9 Maintenance Custodian vacancies have been posted. Interviews to follow shortly.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - Congdon Park ES received 140 yards of wood fiber on their playground to increase the depth of the surfacing material to the required attenuation level.
 - Project: The asbestos containing dirt tunnel at HOCHS was encapsulated.
 - Asbestos piping in the boiler room at HOCHS was encapsulated.
 - AHERA 3 year asbestos inspections were completed with the exception of HOCHS.
 - Potential asbestos containing material on the stairs at Denfeld was tested and found to be negative for asbestos.
 - Pulmonary function testing and respirator testing was completed for O&M asbestos workers.
 - Safety and Emergency response meetings were held with the Assistant Superintendent to ensure we are aligned going into the new school year.
 - Fire inspections for Garfield and Transportation were conducted. All necessary repairs were completed for the Garfield location including maintenance to exit lighting and removing flammables from under the stairs.
 - Rubber belting was placed in the Stowe playground for ADA accessibility to the swings.
 - A refurbished desk was cut to the proper height was delivered to Meyers-Wilkins to accommodate a repetitive motion injured employee.
- Emergency Response
 - Classroom guides were distributed to the schools.
 - Blood Borne Pathogens training was sent out and completed online district wide.
- Workers' Compensation Activities
 - OSHA Recordables- 1 Hand numbness from using scrubber. One week (7 days) restrictions
 - Incidents Reported: 1 injury reported.
 - A safety presentation/training was conducted for the operations and maintenance group to discuss work comp injuries, statistics, and risks. The goal is to promote risk identification in their jobs and reduce injuries within the group.

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.

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2017

FQA: 06-872-200-791-000

LEASE LEVY COP DW

Object: 153000 OTHER EQUIPMENT PURCHASED

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
08/01/2016	91696599	311401	00644954	V69920	VIRCO INC	VIRCO INC 3400BRM VIRCO CHAIR	1022326	OH	6,739.80	0.00	6,739.80
08/01/2016	91696599	311401	00644954	V69920	VIRCO INC	VIRCO INC 483060 VIRCO ACTIVIT	1022326	OH	3,231.20	0.00	3,231.20
08/01/2016	91696599	311401	00644954	V69920	VIRCO INC	VIRCO INC 9018 VIRCO CLASSIC P	1022326	OH	4,955.52	0.00	4,955.52
08/30/2016	BSERV			V104923	HARRIS BANK	Homedepot.Com/Cabinets	1031606	OH	7,058.84	0.00	7,058.84
08/31/2016	CR096140	3834288		ZZBLANK	ZZBLANK	ZZBLANK HOME DEPOT RETURN PCAR	1032039	CR	0.00	484.84	-484.84
Object 153000 Total:									21,985.36	484.84	21,500.52

Object: 155500 TECHNOLOGY EQUIPMENT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
08/01/2016	XK11DCFw9311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCFw9311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCJ17 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCJ17 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCJ84 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCJ84 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCK64 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCK64 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DCKX9 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DCKX9 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11DJ363 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11DJ363 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11MMRD3311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	12,434.00	0.00	12,434.00
08/01/2016	XK11MMRD3311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	503.80	0.00	503.80
08/01/2016	XK11MNCD9311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11MNCD9311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11MRXR8 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11MRXR8 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11NF3R2 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11NF3R2 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11PJ5D8 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL OPTIPLEX 30	1022326	OH	29,841.60	0.00	29,841.60
08/01/2016	XK11PJ5D8 311404		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL STEREO USB	1022326	OH	1,209.12	0.00	1,209.12
08/01/2016	XK11WC137 311405		00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16
08/01/2016	XK11WC137 311405		00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK11WC153 311405		00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2017

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
08/01/2016	XK11WC153	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK121F5K1	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	5,070.72	0.00	5,070.72
08/01/2016	XK121F5K1	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	85.36	0.00	85.36
08/01/2016	XK121X278	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16
08/01/2016	XK121X278	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK121X411	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER PRECISION WORKST	1022326	OH	15,212.16	0.00	15,212.16
08/01/2016	XK121X411	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL AC511 STERE	1022326	OH	256.08	0.00	256.08
08/01/2016	XK126XR59	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	3,311.80	0.00	3,311.80
08/01/2016	XK127R1K5	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK127R3K8	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK127R824	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK127R883	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK1282D98	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12J6RK9	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12J6RM5	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12J6TR4	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12K3XD3	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12K4362	311404	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL P2217H 21.5	1022326	OH	7,948.32	0.00	7,948.32
08/01/2016	XK12KRFR7	311405	00644918	V06056	DELL COMPUTER	DELL COMPUTER DELL ULTRASHARP	1022326	OH	11,314.68	0.00	11,314.68
08/04/2016	DRC6146	311406	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT 3577022 CROSSWD	1023698	OH	10,400.00	0.00	10,400.00
08/04/2016	DVB6366	311407	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT CISCO 7841 IP P	1023698	OH	165,236.95	0.00	165,236.95
08/04/2016	DVB6366	311407	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT CISCO 8851 IP P	1023698	OH	11,143.66	0.00	11,143.66
08/04/2016	DVN6935	311406	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT 4004344 C202SA-	1023698	OH	79,600.00	0.00	79,600.00
08/04/2016	DVN6935	311406	00644964	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT 1461344 LASER-C	1023698	OH	4,400.00	0.00	4,400.00
08/11/2016	B05219538	311403	00645054	V07720	SHI INTERNATIONAL CORP	SHI INTERNATION MD-5140-CART J	1026493	OH	15,020.00	0.00	15,020.00
08/11/2016	PO 311407	311407	00645053	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT CISCO KEY EXPAN	1026485	OH	5,804.40	0.00	5,804.40
							Object 155500	Total:	776,188.73	0.00	776,188.73
							FQA 06-872-200-791-000	Total:	798,174.09	484.84	797,689.25

FQA: 06-875-012-000-000 GF SAVINGS - HOCHS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
08/01/2016	217284	353856	00644929	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1022326	OH	402.33	0.00	402.33
08/08/2016	631	357220	00645041	V109153	WESTLUND GROUP INC THE	WESTLUND GROUP BUILDING ACQUIS	1024417	OH	9,180.00	0.00	9,180.00
08/09/2016	218033	357619	00001676	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1024910	OH	50,491.93	0.00	50,491.93
08/22/2016	218138	361872	00645158	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1028832	OH	988.68	0.00	988.68
08/22/2016	8780	361871	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	197.82	0.00	197.82

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2017

08/29/2016	F6331	364051	00645208	V107129	FLAGSHIP RECREATION	FLAGSHIP RECREA BUILDING ACQUI	1030959	OH	2,356.00	0.00	2,356.00	
Object 152000									Total:	63,616.76	0.00	63,616.76
FQA 06-875-012-000-000									Total:	63,616.76	0.00	63,616.76

FQA: 06-875-215-000-000 COP 2010D-DENFELD

Object: 153000 OTHER EQUIPMENT PURCHASED

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
08/08/2016	14083	357207	00644969	V109306	CLEAN AIR AMERICA INC	CLEAN AIR AMERI OTHER EQUIPMEN	1024417	OH	17,750.00	0.00	17,750.00	
Object 153000									Total:	17,750.00	0.00	17,750.00
FQA 06-875-215-000-000									Total:	17,750.00	0.00	17,750.00

FQA: 06-875-320-000-000 GF SAVINGS - ORDEAN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
08/22/2016	8771	361859	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	11,192.07	0.00	11,192.07	
08/22/2016	INV 1 FINAL	361269	00645172	V108742	RW FERN ASSOCIATES INC	RW FERN ASSOCIA BUILDING ACQUI	1028832	OH	975.00	0.00	975.00	
Object 152000									Total:	12,167.07	0.00	12,167.07
FQA 06-875-320-000-000									Total:	12,167.07	0.00	12,167.07

FQA: 06-875-520-000-000 GF SAVINGS - LOWELL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
08/01/2016	99917	353855	00644911	V106527	BROTHERS FIRE PROTECTION	COBROTHERS FIRE P BUILDING ACQUI	1022326	OH	445.35	0.00	445.35	
08/08/2016	1630MM-1	357246	00645028	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA BUILDING ACQUI	1024417	OH	5,768.00	0.00	5,768.00	
08/22/2016	8774	361857	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	9,860.28	0.00	9,860.28	
08/22/2016	8775	361858	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	14,069.29	0.00	14,069.29	
Object 152000									Total:	30,142.92	0.00	30,142.92
FQA 06-875-520-000-000									Total:	30,142.92	0.00	30,142.92

FQA: 06-875-525-000-000 GF SAVINGS - LAURA MACARTHUR

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
08/22/2016	8772	361860	00645157	V70893	HOLM DONALD CONSTRUCTION	HOLM DONALD CON BUILDING ACQUI	1028832	OH	11,053.18	0.00	11,053.18

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GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
Fiscal Year: 2017

Object 152000	Total:	11,053.18	0.00	11,053.18
FQA 06-875-525-000-000	Total:	11,053.18	0.00	11,053.18

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
08/08/2016	Y15074-12	357221	00644959	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	1024417	OH	2,400.00	0.00	2,400.00	
08/22/2016	APP 3 DENF	361869	00645161	V01213	JOHNSON WILSON CONSTRUCT	JOHNSON WILSON BUILDING ACQUIS	1028832	OH	132,953.32	0.00	132,953.32	
08/22/2016	B066141	362157		V106044	BRAUN INTERTEC CORP	BRAUN INTERTEC BUILDING ACQUIS	1029089	OH	2,541.25	0.00	2,541.25	
						Object 152000			Total:	137,894.57	0.00	137,894.57
						FQA 06-876-215-000-000			Total:	137,894.57	0.00	137,894.57
						Grand Total:			<u>1,070,798.59</u>	<u>484.84</u>	<u>1,070,313.75</u>	