

Business Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, October 10, 2016
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 4:30 PM

1. Financial Report

A. <u>Financial Report</u>	<u>5</u>
Financial statements only (Cash Flow report will resume later this year)	
B. <u>Approval of Payment of Claims</u>	
This item is attached as an "extra".	
C. <u>Budget Revisions</u>	<u>18</u>
D. <u>Wire Transfers</u>	<u>20</u>
E. <u>Investment Transactions</u>	<u>21</u>
F. <u>APU Projections</u>	<u>22</u>
G. <u>Fundraisers</u>	<u>23</u>

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

- A. Bids - None
- B. R.F.P.s - None
- C. Quotes - None

3. Policies and Regulations

Administration will distribute proposed language for Items A, B, F and G at the Business Committee meeting.

- A. New Policy 707 - Transportation of Public School Students
 For the second reading. This policy would replace current policies 3140, 3142 and 3145.

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

- B. Regulation for Policy 707-Transportation fo Public School Students
- C. 3140 - Transportation of Students - Deletion 24
 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 - second reading.

- D. 3142 - School Transportation Services Along Private Roadways - Deletion 26
 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- second reading.

E. 3145 - Transportation-Student Eligibility and Route Scheduling - Deletion 27

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 - second reading.

F. New Policy 710 - Extracurricular Transportation

For the second reading. This policy would replace current policies 3170 and 3175.

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

G. Regulation for Policy 710- Extracurricular Transportation

H. 3170 - Secondary Schools Curricular, Co-Curricular, and Extra-Curricular Transportation - Deletion 29

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 - second reading.

I. 3175 - Elementary Schools Special Activities Transportation - Deletion 31

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 - second reading.

4. Contracts, Change Orders, and Leases

A. Contracts

1) **PLACEHOLDER - Duluth Energy Systems Steam Contract**
Waiting to receive final document with map/easement...

B. Change Orders

1) Change Order #1 for Bid 1252 - HOCHS Gym Ceiling Replacement 32
Bid #1252– Historic Old Central High School Gymnasium Ceiling Replacement was approved at the School Board meeting on May 10, 2016 with a base bid and alternate of \$397,290.00. During construction it was determined that the basketball hoop structures were not properly attached to the roof truss system. The additional work required to properly install backing and steel to correct this deficiency was accomplished at the additional cost of \$952.00. In addition, 720 lineal feet of wall angle was not needed, and the District is receiving a credit of \$222.00. Change order #1 to this bid results in an increase of \$730.00, to the previously awarded base bid and alternate for a new contract total of \$398,020.00.

Recommendation: It is recommended the School Board approve the change order as listed above pertaining to Bid #1252– Historic Old Central High School Gymnasium Ceiling Replacement adding \$730.00 to the previously awarded base bid and alternate for a new contract total of \$398,020.00.

2) Change Order #4 for Bid 1247 - Denfeld High School CTE Addition 38
 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 of \$639,000.00. This change order is for the added cost of unforeseen State Code requirements related to the dust collection system and its location next to the building. Even with the code driven added costs, this location is still the most cost effective. With credits, the sum of additional cost for this change order is \$8,912.00 with a total revised contract cost, including CO #1, #2 and #3, of \$690,738.55.

Recommendation: It is recommended the School Board approve the change order as listed above pertaining to Bid #1247 - Denfeld High School CTE Addition, adding \$8,912.00 to the previously awarded base bid and alternate for a new contract total of \$690,738.55.

3) **PLACEHOLDER - Other Change Orders**

C. Leases

1) **PLACEHOLDER - Woodland Hills Lease Renewal**

5. Resolutions

A. B-10-16-XXXX - Acceptance of Donations to Duluth Public Schools. 43

Recommendation: It is recommended that the Duluth School Board approve Resolution B-10-16-XXXX.

B. B-10-16-XXXX - Authorized Bank Account Signer 45

Recommendation: It is recommended that the Duluth School Board approve Resolution B-10-16-XXXX.

C. B-10-16-XXXX - Board Request for a Meeting 46
 Bill H to provide info....

D. B-10-16-XXXX - Resolution Entering Into a Joint Powers Agreement 47
Between ISD 709 and the State of MN/Perpich Center for Arts Education

Recommendation: It is recommended that the Duluth School Board approve Resolution B-10-16-XXXX.

E. **PLACEHOLDER - Sale of Property**

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

A. Expenditure Contracts 53
 Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of September 2016.

B. <u>Revenue Contracts</u>	<u>90</u>
Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of September 2016.	
C. <u>Other Contracts</u>	<u>147</u>
Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of September 2016	
D. <u>Change Orders Signed</u> - None	
E. <u>Facilities Management & Capital Project Status Report</u>	<u>160</u>
F. <u>Quarterly Grants and Donations</u>	<u>164</u>
G. <u>Pay 2017 Levy Update</u>	
7. <u>Future Items</u>	
A. Policy Updates	
B. Final Levy Approval (December)	
C. FY 2015-16 Audit Results (December)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$31,217	\$31,217
Interest	6	1	5	440.9	21	1	20	1,842.1	57	57
Tuition, Fees, Admissions	324	137	187	136.8	1,814	350	1,464	418.4	4,412	4,412
Other Local Revenues	52	24	28	116.4	104	211	(107)	(50.5)	1,672	1,691
State Sources	13,203	15,619	(2,416)	(15.5)	15,241	15,644	(403)	(2.6)	85,757	86,271
Federal Aids from MDE	179	509	(330)	(64.8)	1,549	852	697	81.8	8,405	8,405
Federal Direct Aids	-	-	0	N/A	-	-	0	N/A	3,002	3,002
Local Sales	6	6	0	N/A	6	106	(100)	N/A	1,847	1,847
Sale of Bonds or Loans	94,127	-	94,127	N/A	94,127	-	94,127	N/A	0	218
Total Revenues	107,897	16,296	91,601	562.1	112,863	17,164	95,699	557.6	136,369	137,120
<u>Expenditures</u>										
Salaries	1,103	1,490	387	26.0	1,777	2,315	538	23.2	62,316	62,562
Benefits	466	(349)	(815)	(233.5)	1,761	1,713	(48)	(2.8)	28,169	28,233
Purchased Services	594	555	(39)	(7.1)	705	761	56	7.4	13,432	13,531
Supplies & Materials	351	181	(170)	(94.0)	384	379	(5)	(1.4)	6,020	5,985
Chargebacks	-	-	0	N/A	-	-	0	N/A	38	39
Capital Expenditures	3,068	1,229	(1,839)	(149.6)	3,078	1,262	(1,816)	(143.9)	6,676	7,290
Debt Service	221	3	(218)	(7,147.3)	4,633	5,222	589	11.3	22,446	22,664
Other	3	12	9	77.3	42	36	(6)	(15.3)	891	1,015
Total Expenditures	5,806	3,121	(2,685)	(86.0)	12,380	11,688	(692)	(5.9)	139,988	141,320
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	102,091	\$13,175	88,916	674.9	100,483	\$5,476	95,007	1,735.0	(\$3,619)	(\$4,200)

DULUTH PUBLIC SCHOOLS - ISD 709
August 16
General Fund **TOTAL**

STATEMENT OF REVENUES AND EXPENDITURES
(IN THOUSANDS)

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	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$10,164	\$10,164
Interest	6	1	5	497.5	21	1	20	2,044.1	40	40
Tuition, Fees, Admissions	140	0	140	N/A	1,526	101	1,425	1,411.0	2,200	2,200
Other Local Revenues	14	(25)	39	155.6	18	80	(62)	(77.9)	260	278
State Sources	11,697	14,481	(2,784)	(19.2)	13,468	14,481	(1,013)	(7.0)	74,228	74,742
Federal Aids from MDE	92	539	(447)	(82.9)	935	659	276	41.9	5,871	5,871
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	135	135
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	11,949	14,996	(3,047)	(20.3)	15,969	15,322	647	4.2	92,898	93,430
<u>Expenditures</u>										
Salaries	860	1,270	410	32.3	1,379	1,897	518	27.3	55,296	55,542
Benefits	316	(431)	(747)	(173.3)	1,403	1,369	(34)	(2.5)	24,049	24,113
Purchased Services	444	417	(27)	(6.5)	610	583	(27)	(4.6)	6,962	7,099
Supplies & Materials	260	80	(180)	(225.5)	287	267	(20)	(7.4)	2,059	2,020
Chargebacks	0	(1)	(1)	(100.0)	0	(1)	(1)	(100.0)	(392)	(390)
Capital Expenditures	153	7	(146)	(2,083.5)	153	37	(116)	(313.1)	261	367
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	1	9	8	84.6	37	30	(7)	(23.3)	668	792
Total Expenditures	2,035	1,351	(684)	(50.6)	3,869	4,182	313	7.5	88,903	89,543
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(3,371)	(3,371)
Operating Excess (Deficit)	\$9,914	\$13,645	(3,731)	(27.3)	\$12,100	\$11,140	\$960	8.6	\$624	\$517

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
Revenues										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$9,678	\$9,678
Interest	6	1	5	497.5	21	1	20	2,044.1	40	40
Tuition, Fees, Admissions	76	0	76	N/A	1,462	83	1,379	1,661.7	1,712	1,712
Other Local Revenues	14	(29)	43	147.9	18	74	(56)	(76.1)	260	260
State Sources	11,546	14,428	(2,882)	(20.0)	13,296	14,428	(1,132)	(7.8)	64,284	64,655
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	11,642	14,400	(2,758)	(19.2)	14,797	14,586	211	1.4	75,974	76,344
Expenditures										
Salaries	668	1,133	465	41.1	1,058	1,555	497	31.9	46,407	46,594
Benefits	272	(330)	(602)	(182.4)	1,182	1,148	(34)	(3.0)	19,491	19,582
Purchased Services	439	381	(58)	(15.3)	582	535	(47)	(8.9)	6,209	6,236
Supplies & Materials	216	72	(144)	(200.5)	241	256	15	5.9	1,433	1,322
Chargebacks	0	(2)	(2)	(100.0)	0	(2)	(2)	(100.0)	(1,661)	(1,660)
Capital Expenditures	152	3	(149)	(4,951.1)	152	31	(121)	(388.8)	180	259
Debt Service	0	0	0	N/A	0	0	0	N/A	0	-
Other	1	9	8	84.6	37	25	(12)	(46.2)	(81)	71
Total Expenditures	1,748	1,266	(482)	(38.1)	3,252	3,548	296	8.3	71,978	72,405
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	(3,371)	(3,371)
Operating Excess (Deficit)	\$9,894	\$13,134	(3,240)	(24.7)	\$11,545	\$11,038	\$507	4.6	\$624	\$568

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$487	\$487
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	64	0	64	N/A	64	18	46	254.9	488	488
Other Local Revenues	0	4	(4)	(100.0)	0	6	(6)	(100.0)	0	18
State Sources	151	53	98	184.6	172	53	119	224.8	9,944	10,087
Federal Aids from MDE	92	539	(447)	(82.9)	935	659	276	41.9	5,871	5,871
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	135	135
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	307	596	(289)	(48.5)	1,171	736	435	59.1	16,924	17,086
<u>Expenditures</u>										
Salaries	192	137	(55)	(40.1)	321	342	21	6.1	8,889	8,948
Benefits	44	(101)	(145)	(143.5)	221	221	0	0.0	4,558	4,532
Purchased Services	5	36	31	85.9	27	48	21	43.3	753	863
Supplies & Materials	44	8	(36)	(450.0)	46	11	(35)	(315.7)	626	698
Chargebacks	0	1	1	100.0	0	1	1	100.0	1,269	1,269
Capital Expenditures	1	4	3	67.2	1	6	5	78.1	80	108
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	5	5	91.1	750	721
Total Expenditures	286	85	(201)	(236.7)	617	634	17	2.7	16,924	17,138
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$21	511	(490)	(95.9)	\$555	\$102	\$453	443.8	\$0	(\$52)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	1	(1)	(82.8)	1	1	(0)	(36.8)	5	5
State Sources	0	0	0	N/A	0	0	0	N/A	166	166
Federal Aids from MDE	87	(30)	117	389.3	147	189	(42)	(22.0)	2,371	2,371
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	5	6	(1)	(15.0)	5	6	(1)	(18.9)	1,198	1,198
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	92	(23)	115	500.3	153	196	(43)	(22.0)	3,740	3,740
<u>Expenditures</u>										
Salaries	37	36	(1)	(2.5)	64	83	19	22.6	1,182	1,182
Benefits	13	11	(2)	(13.7)	26	28	2	5.8	459	459
Purchased Services	15	8	(7)	(85.9)	15	8	(7)	(86.5)	83	83
Supplies & Materials	38	38	0	0.3	38	38	0	0.3	2,172	2,172
Chargebacks	0	1	1	100.0	0	1	1	100.0	168	168
Capital Expenditures	20	4	(16)	(387.8)	20	4	(16)	(387.8)	34	57
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	1	1	86.5	0	1	1	86.5	15	15
Total Expenditures	122	99	(23)	(23.0)	163	163	(0)	(0.0)	4,114	4,137
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$30)	(\$122)	\$92	75.6	(\$10)	\$33	(\$43)	(130.6)	(\$374)	(\$397)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	5	5
State Sources	657	535	122	22.8	760	535	225	42.1	5,812	5,812
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	657	535	122	22.8	760	535	225	42.1	5,817	5,817
<u>Expenditures</u>										
Salaries	51	44	(7)	(14.9)	77	73	(4)	(5.5)	1,257	1,257
Benefits	18	14	(4)	(29.4)	40	31	(9)	(30.5)	839	839
Purchased Services	21	29	8	26.5	(58)	32	90	282.8	3,884	3,884
Supplies & Materials	15	9	(6)	(68.2)	15	17	2	10.9	384	384
Chargebacks	0	0	0	N/A	0	0	0	N/A	1	1
Capital Expenditures	86	174	88	50.4	86	176	90	51.0	181	181
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	1	1
Total Expenditures	191	270	79	29.1	160	329	169	51.2	6,547	6,547
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$465	\$265	\$200	75.6	\$600	\$206	\$394	191.2	(\$730)	(\$730)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$945	\$945
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	185	137	48	34.8	288	249	39	15.7	1,596	1,596
Other Local Revenues	3	28	(25)	(90.8)	3	29	(26)	(88.8)	98	99
State Sources	303	83	220	265.4	378	108	270	250.4	2,384	2,384
Federal Aids from MDE	0	0	0	N/A	0	4	(4)	(100.0)	163	163
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	1,934	1,934
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	491	248	243	97.8	670	390	280	71.8	7,121	7,122
<u>Expenditures</u>										
Salaries	101	84	(17)	(20.8)	147	147	0	0.2	3,767	3,767
Benefits	33	(32)	(65)	(204.6)	102	96	(6)	(6.4)	1,593	1,593
Purchased Services	82	90	8	8.4	86	102	16	15.8	1,204	1,194
Supplies & Materials	20	44	24	55.2	27	47	20	43.6	296	296
Chargebacks	0	0	0	N/A	0	0	0	N/A	260	260
Capital Expenditures	0	0	0	N/A	10	0	(10)	N/A	7	18
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	1	1	100.0	0	1	1	100.0	181	181
Total Expenditures	237	187	(50)	(26.8)	371	393	22	5.5	7,308	7,309
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A		
Operating Excess (Deficit)	\$254	\$61	\$193	315.6	\$299	(\$3)	\$302	10,051.0	(\$188)	(\$188)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$2,452	\$2,452
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	1	1	0	33.8	3	3	(0)	(6.0)	17	17
State Sources	204	163	41	25.1	236	163	73	45.1	906	906
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	1	0	1	N/A	1	100	(99)	(98.9)	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	206	164	42	25.9	240	266	(26)	(9.6)	3,374	3,374
<u>Expenditures</u>										
Salaries	50	50	0	0.9	100	104	4	3.5	815	815
Benefits	21	21	0	0.6	56	51	(5)	(10.2)	328	328
Purchased Services	27	4	(23)	(568.0)	43	13	(30)	(231.2)	356	328
Supplies & Materials	18	0	(18)	N/A	18	0	(18)	N/A	487	491
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	1,739	892	(847)	(94.9)	1,739	893	(846)	(94.7)	4,647	4,920
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	1	0	(1)	N/A	4	0	(4)	N/A	8	8
Total Expenditures	1,855	967	(888)	(91.8)	1,961	1,061	(900)	(84.8)	6,639	6,889
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	3,371	3,371
Operating Excess (Deficit)	(\$1,649)	(\$803)	(\$846)	(105.3)	(\$1,720)	(\$795)	(\$925)	(116.4)	\$106	(\$144)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
									\$0	\$0
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	(0)	0	(0)	(103.8)	(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	5	0	5	N/A	5	0	5	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	5	0	5	4,744.2	5	0	5	4,744.2	0	0
<u>Expenditures</u>										
Salaries	4	6	2	25.7	9	11	2	15.4	0	0
Benefits	2	1	(1)	(57.8)	4	4	(0)	(5.9)	0	0
Purchased Services	0	3	3	100.0	0	14	14	99.8	0	0
Supplies & Materials	0	10	10	100.0	0	10	10	100.0	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	1,070	152	(918)	(604.2)	1,070	152	(918)	(604.2)	1,547	1,748
Debt Service	0	0	0	100.0	0	0	0	0.0	0	0
Other	0	1	1	100.0	0	4	4	100.0	0	0
Total Expenditures	1,076	173	(903)	(522.0)	1,084	195	(889)	(455.7)	1,547	1,748
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$1,071)	(\$173)	(\$898)	(519.4)	(\$1,079)	(\$195)	(\$884)	(453.4)	(\$1,547)	(\$1,748)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$17,655	\$17,655
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	0	0
State Sources	337	357	(20)	(5.7)	393	357	36	10.0	2,261	2,261
Federal Aids from MDE	0	0	0	N/A	466	0	466	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	933	933
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	94,127	0	94,127	N/A	94,127	0	94,127	N/A	0	218
Total Revenues	94,463	357	94,106	26,360.3	94,986	357	94,629	26,506.7	20,849	21,067
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	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	221	3	(218)	(7,277.8)	4,633	5,222	589	11.3	22,446	22,664
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	221	3	(218)	(7,277.8)	4,633	5,222	589	11.3	22,446	22,664
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$94,242	\$354	\$93,888	26,522.0	\$90,353	(\$4,865)	\$95,218	1,957.2	(\$1,598)	(\$1,598)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
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	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	34	19	15	78.8	80	98	(18)	(18.4)	825	825
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	34	19	15	78.8	80	98	(18)	(18.4)	825	825
Expenditures										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	63	67	4	5.3	129	134	5	3.8	700	700
Purchased Services	5	4	(1)	(19.5)	10	9	(1)	(6.0)	54	54
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	68	71	3	3.9	139	143	4	3.1	754	754
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$34)	(\$52)	\$18	34.1	(\$59)	(\$45)	(\$14)	(30.1)	\$71	\$71

DULUTH PUBLIC SCHOOLS - ISD 709
 August 16
 Student Activities

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

PAGE 14

	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2017	FY2016	\$ Variance	% Variance	FY2017	FY2016	\$ Variance	% Variance	Adopted	Revised
<u>Revenues</u>										
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	2	2
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	616	616
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	263	263
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	649	649
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	1,529	1,529
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	0	0	N/A	0	0	0	N/A	889	889
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	622	622
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	19	19
Total Expenditures	0	0	0	N/A	0	0	0	N/A	1,529	1,529
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	\$0	\$0

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 08/31/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
08/12/2016	V106466	CITISTREET FOR MSRS	959,477.92
08/12/2016	V107231	DULUTH TEACHERS CREDIT	7,548.30
08/12/2016	V106637	EBC - FLEX EFT	10,203.57
08/12/2016	V106636	EBC - TSA EFT	78,915.94
08/12/2016	V102915	FEDERAL 941 PR TAXES	516,357.55
08/12/2016	V108066	MG TRUST	86,138.62
08/12/2016	V05173	MN CHILD SUPPORT EFT	1,726.68
08/12/2016	V102916	MN STATE PR TAXES	84,626.18
08/12/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	46,460.00
08/12/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	260,776.24
08/12/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,313,047.38
08/26/2016	V107231	DULUTH TEACHERS CREDIT	7,438.30
08/26/2016	V106637	EBC - FLEX EFT	10,203.57
08/26/2016	V106636	EBC - TSA EFT	74,214.42
08/26/2016	V102915	FEDERAL 941 PR TAXES	515,494.73
08/26/2016	V108066	MG TRUST	88,333.08
08/26/2016	V05173	MN CHILD SUPPORT EFT	1,726.68
08/26/2016	V108320	MN DEPT OF REVENUE EFT	566.16
08/26/2016	V102916	MN STATE PR TAXES	84,584.72
08/26/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	51,850.05
08/26/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	256,285.90
08/26/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,319,254.39
08/31/2016	V106737	ASSOCIATED BANK (EFT)	770,467.51
08/31/2016	V06645	MEDICA HEALTH PLAN (EFT)	181,863.54
08/31/2016	V106638	PEIP - HLTH EFT	1,240,453.68
08/31/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	68,236.06
08/31/2016	V104923	HARRIS BANK	48,992.91
08/31/2016	V05246	MN UI FUND EFT	5,860.70
			8,091,104.78

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

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

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
08/17	MN Trust Term Series	PMA	09/26/16	0.53%	\$ 2,000,000.00
08/17	MN Trust Term Series	PMA	10/31/16	0.54%	1,500,000.00
08/17	Bank of China (NY)	MBS	10/17/16	0.50%	150,000.00

Total Purchases \$ **3,650,000.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
08/08	MN Trust Term Series	PMA	08/08/16	0.47%	\$ 1,700,000.00
08/11	MN Trust Term Series	PMA	08/11/16	0.50%	2,000,000.00
08/17	Citizens State Bank (OK)	MBS	08/17/16	0.70%	197,722.80
08/29	Merrick Bank (UT)	MBS	08/29/16	0.75%	99,000.00

Total Maturities \$ **3,996,722.80**

Other items:

Add:	Money Market Funds Interest	\$ 173.65
	Beginning Value Adjustment	0.00
	Other Interest/Cash Balance on Account (Reverse)	0.00
Deduct:	Transaction Fees/Other	0.00
	Market Value Adjustment	0.00

Total Other \$ **173.65**

Ending Investment Balance (August 31, 2016) \$ **10,076,829.61**

Note: Ending Investment Balance as of August 31, 2015 was \$ 7,843,415.14

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2017
October 2016

October Enrollment

Grade Levels

	Oct Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	PRELIMINARY EOY APU 1516
KG	547	0.9922857142857	542.78	1.00	542.78	555.68
HK	50	1.2882812500000	64.41	1.00	64.41	82.45
Gr 1-3	1934	0.9872694672131	1909.38	1.00	1909.38	1927.15
Gr 4-6	1745.5	0.9830214205186	1715.86	1.00	1715.86	1743.88
Gr 7-8	1149	0.9753982300885	1120.73	1.20	1344.88	1322.64
Gr 9-12	2822.9	0.9060266851499	2557.62	1.20	3069.15	3137.21
Sub-Total	8248.4				8646.46	8769.01

Other APU Generators

	Oct Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	186	0.470033244	87.43	1.000	87.43	86.61

Early Childhood Details

	Final Count	Oct 1 Count	Final PU
13-14	368	188	83.09
14-15	371	185	93.34
15-16	367	186	86.61
16-17*	0	186	87.43

Resident Tuition**

Resident Tuition Details

	Total APU	
13-14	36.47	34.49
14-15	32.9	
15-16	34.09	
16-17*	34.49	

ALC**

ALC Details

	Total APU	
13-14	237.86	258.77
14-15	278.11	
15-16	260.34	
16-17*	258.77	

Projected Total APU

Budgeted APU

Net

8733.89	8855.62
8778.60	
-44.71	

* Projected

** Included in Grade level projections

Fundraisers for September 2016

School	Organization	Function
Denfeld	Skills USA	Oil changes throughout the year
Denfeld	Coffee Club	Sell coffee and beverages
East	Football team	Car wash
East	Girls Swim	Grocery bagging
East	Girls Swim	DEAA raffle
East	Girls Swim	Paws stickers
East	Girls Swim	T-shirt sale swim invite
East	Football team	Car wash
East	Football team	Car wash
East	Football team	Grocery bagging
East	Football team	Before game sales
Lakewood	School wide	Coupon books
Lincoln Park	Knowledge Bowl	Home and Family
Lincoln Park	Library	Book fair
Lincoln Park	Science/Garden Club	Weatherguide calendar sales

~~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~~

~~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 Members**

From: David J. Spooner



Date: September 27, 2016

Re: Bid #1252 – HOCHS Gym Ceiling – Four Star Constructions - Change Order #1

Bid #1252– Historic Old Central High School Gymnasium Ceiling Replacement was approved at the School Board Meeting on May 10, 2016 with a base bid and alternate of \$397,290.00.

However, during construction it was determined that the basketball hoop structures were not properly attached to the roof truss system. The additional work required to properly install backing and steel to correct this deficiency was accomplished at the additional cost of \$952.00.

In addition, 720 lineal feet of wall angle was not needed, and the District is receiving a credit of \$222.00.

Change order #1 to this bid results in an increase of \$730.00, to the previously awarded base bid and alternate for a new contract total of \$398,020.00.

Recommendation:

It is recommended the School Board approve the change order as listed above pertaining to Bid #1252– Historic Old Central High School Gymnasium Ceiling Replacement adding \$730.00 to the previously awarded base bid and alternate for a new contract total of \$398,020.00.

Attachment

AIA[®] Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i> Gym Ceiling Replacement Historic Central High School 215 North First Avenue East Duluth, MN 55802	CHANGE ORDER NUMBER: 001 DATE: September 13, 2016	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Four Star Construction 7500 Tower Avenue Superior, WI 54880	ARCHITECT'S PROJECT NUMBER: 2386 CONTRACT DATE: May 17, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Add basketball backing per attached proposal dated 8/17/16.	Add	952.00
Delete metal wall angle per attached proposal dated 8/17/16.	Deduct	222.00

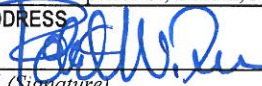
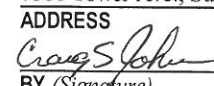
Net increase this change order ----- 730.00

The original Contract Sum was	\$	397,290.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	397,290.00
The Contract Sum will be increased by this Change Order in the amount of	\$	730.00
The new Contract Sum including this Change Order will be	\$	398,020.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

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>RW Fern Associates</u> ARCHITECT <i>(Firm name)</i>	<u>Four Star Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>ISD 709</u> OWNER <i>(Firm name)</i>
<u>413 East Superior St, Duluth, MN</u> ADDRESS	<u>7500 Tower Ave., Superior, WI</u> ADDRESS	<u>215 North First Ave. East, Duluth, MN</u> ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<u>Robert Fern</u> <i>(Typed name)</i>	<u>CRAIG S Johnson Corp. Sec.</u> <i>(Typed name)</i>	 <i>(Typed name)</i>
<u>9/13/16</u> DATE	<u>9-16-16</u> DATE	 DATE



**FOUR STAR
CONSTRUCTION** INC.

7500 Tower Avenue
Superior, WI 54880

Safety. Quality. Timely Solutions.

Phone (715) 394-9564
Fax (715) 394-6788 ³⁴

Date: August 17, 2016

To: Robert Fern,
R.W. Fern Associates
413 East Superior Street
Duluth, MN 55802

From: Troy Nelson

Project: Old Central High School

RE: proposal request #3- basketball backing install (see attached invoice Ogden Ave.)

Ogden- C8- channel	\$232
Carptner 10@\$72	<u>\$720</u>
Total add PR33	\$952

We appreciate the opportunity to submit this proposal. If you have any further questions don't hesitate to call.

Four Star Construction, Inc.

Acceptance

Price Is Good For _____ Days.

Please Sign Both Copies, and Return One Copy to Us

<p>Office Use Only: Job No: PO Number:</p>

PR #3

Ogden Machine Welding & Steel Supply, Inc.

706 OGDEN AVE
SUPERIOR, WI 54880

Invoice

Date	Invoice #
7/21/2016	16426

Bill To
FOUR STAR CONSTRUCTION PO BOX 3037 SUPERIOR, WI 54880

Ship To
BRAD

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		7/21/2016			

Quantity	Item Code	Description	Price Each	Amount
1	STEEL	C8 - 11.5 LB 4'6", 13", AND 26" LONG PIECES 1/2" ALL THREAD ROD 10', 24 NUTS, WASHERS AND NYLOCKS LABOR	45.90	45.90T
1	STEEL		24.82	24.82T
2	LABOR		75.00	150.00T
		*** THANK YOU FOR YOUR BUSINESS *** SALES TAX	5.50%	12.14

Total	\$232.86
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**FOUR STAR
CONSTRUCTION** INC.

7500 Tower Avenue
Superior, WI 54880

Safety. Quality. Timely Solutions.

Phone (715) 394-9564
Fax (715) 394-6788 ³⁶

Date: August 17, 2016

To: Robert Fern,
R.W. Fern Associates
413 East Superior Street
Duluth, MN 55802

From: Troy Nelson

Project: Old Central High School

RE: proposal request #4- metal wall angle (approx. 720') see attached

60pc @\$3.70	\$222
Total deduct	\$222

We appreciate the opportunity to submit this proposal. If you have any further questions don't hesitate to call.

Four Star Construction, Inc.

Price Is Good For _____ Days.

Please Sign Both Copies, and Return One Copy to Us

Acceptance

Office Use Only: Job No: PO Number:

Troy Nelson

From: Kyle Larson [KyleLarson@goldenvalleysupply.com]
Sent: Tuesday, August 16, 2016 11:35 AM
To: Troy Nelson
Cc: 'Brad Tyman'
Subject: RE: Tectum / Central High School

Hi Troy,

A standard "wall angle" for acoustical ceilings measures 7/8" x 7/8" (90 deg L-shape) x 12' length, and is factory painted white.

That product is available by the PC, or they come in 40 PCS/carton.

Price is @ \$3.70 /pc.

Please let me know if you need anything else.

Thanks,

Kyle

Kyle Larson
Golden Valley Supply Co.
 763-544-8907 office
 612-282-7922 cell
 763-544-2920 fax
www.goldenvalleysupply.com



Specializing in ceilings, walls and floors since 1975.

This message contains confidential information intended only for the above addressees and may contain information that is proprietary or legally privileged. If you receive this message in error, please notify us and delete the original message.

From: Troy Nelson [<mailto:troy@fourstarconstruction.us>]
Sent: Tuesday, August 16, 2016 10:08 AM
To: Kyle Larson
Cc: 'Brad Tyman'
Subject: RE: Tectum / Central High School

Hi Kyle

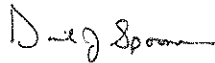
Wondering if you could do me a favor and send me a quote for 738' of wall angel.

Even though we are done with the project they are looking for a credit from me, This is for old central project.

Memorandum

**To: Bill Hanson
School Board Members**

From: David J. Spooner



Date: October 6, 2016

Re: Bid #1247 – Denfeld CTE Addition Johnson Wilson, Inc. - Change Order #4

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 #4 to this bid is for the added cost to comply with unforeseen State Code requirements related to the dust collection system and its location next to the building. Even with the code driven added costs this location is still the most cost effective placement of this unit. Costs incurred for these changes amount to \$10,462.00, which consist of an adjustment to the concrete pad, added sprinkler piping, and a fire rated door, frame, and window assembly.

We were however able to reuse a storm sewer casting, resulting in a credit of \$450.00.

The decision was made to leave natural exterior brick for some of the new interior wall surfaces. This reduced painting required and resulted in a credit of \$1100.00.

The sum of additional cost for CO#4 is \$8912.00, with a total revised contract cost including CO#1, #2, and #3 of \$690,738.55.

Recommendation:

It is recommended the School Board approve the change order as listed above; the additional cost is \$8912.00 for CO#4, with a total revised contract cost including CO#1, #2, and #3 of \$690,738.55.

Attachment

Change Order

PROJECT (Name and address): 15-074 Denfeld High School - CTE Addition 4405 West 4th Street, Duluth, MN 55807	CHANGE ORDER NUMBER: 004 DATE: October 4, 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:

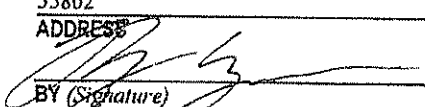
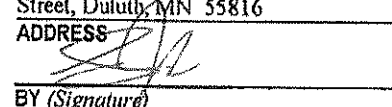
- (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*
- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. Proposal Request #4 (see attached) | \$10,462.00 |
| 2. Reuse existing storm sewer castings | (\$ 450.00) |
| 3. Proposal Request #5 Painting deduct (See attached) | (\$ 1,100.00) |
| 4. Proposal Request #6 Elimination of redundant Electrical Disconnects for AHU (equipment #1) and Dust Collector (Equipment #4). Eliminated electrical disconnects to be turned over to Owner. (See attached) | (\$ 0.00) |
| Change Order #4 Total | \$ 8,912.00 |

The original Contract Sum was	\$ 639,000.00
The net change by previously authorized Change Orders	\$ 42,826.55
The Contract Sum prior to this Change Order was	\$ 681,826.55
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,912.00
The new Contract Sum including this Change Order will be	\$ 690,738.55

The Contract Time will be increased by zero (0) 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.

Architectural Resources, Inc. ARCHITECT (Firm name) 126 East Superior Street, Duluth, MN 55802 ADDRESS  BY (Signature) Ryan Erspamer, Principal/Architect (Typed name) 10-5-16 DATE	Johnson Wilson Constructors, Inc. CONTRACTOR (Firm name) PO Box 16006, 4431 West Michigan Street, Duluth, MN 55816 ADDRESS  BY (Signature) Sharon Johnson (Typed name) 10/5/16 DATE	Independent School District #709 OWNER (Firm name) 215 North 1st Avenue East, Duluth, MN 55802 ADDRESS BY (Signature) Annie Harala, School Board Chairperson (Typed name)
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September 26, 2016

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

RE: Denfeld CTE Addition – Proposal Request #04

Dear Mr. Erspamer,

The following costs are for performing the work described in PR #04: Dust Collector Modifications.

JMF – Concrete Pad	\$	685
AW Kuettel – Sprinkler System	\$	3,826
Northern Door – Fire Rated Door	\$	2,267
Superior Glass – Fire Rated Glass	\$	2,638
10% JWC OH&P	\$	942
1% JWC Bond Cost	\$	<u>104</u>
TOTAL COST	\$	10,462

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

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



Ben Nickila

October 5, 2016

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

RE: Denfeld CTE Addition – Proposal Request #05


Dear Mr. Erspamer,

For the work described in PR #05, paint modifications. This will be a deduct in the amount of 1,100.00.
See the attached PR for a full description of the work.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



Ben Nickila

September 27, 2016

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

RE: Denfeld CTE Addition – Existing Storm Sewer Casting Deduct

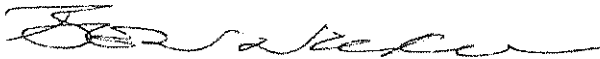
Dear Mr. Erspamer,

If the existing storm sewer castings are reused, a \$450 deduct may be applied to the total project cost.

Thank you.

Sincerely,

JOHNSON WILSON CONSTRUCTORS



Ben Nickila

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION
Denfeld	Wells Fargo Philanthropy Operations	\$1,000.00	Career Center
Denfeld	Tim Utt	\$270.00	Softball
Denfeld	James Olcott	In kind	CTE program
East	Virginia Kay Goodman	In kind	Drama Dept.
East	Saturn Systems	\$3,000.00	Robotics
East	Historic Central Museum	\$500.00	Food for Thought Restaurant
East	Advisor Net Financial (Darin Hanson)	\$1,000.00	Football
East	Jamar Co.	\$150.00	Student Council Exec. Board
East	Anne Buntten Fisher	\$50.00	Student Council Exec. Board
East	Lakewalk Surgery	\$200.00	Student Council Exec. Board
East	CYR's Power Equipment	\$100.00	Student Council Exec. Board
East	River Road Storage	\$100.00	Student Council Exec. Board
East	Hannah Johnson Fabrics	\$100.00	Student Council Exec. Board
East	Kathrynn M. Dryke	\$200.00	Student Council Exec. Board
East	J. Skylark Co.	\$50.00	Student Council Exec. Board
East	Nathaniel Brown	\$50.00	Student Council Exec. Board
East	Center for Muscle & Joint Therapy	\$50.00	Student Council Exec. Board
East	Susan and Charles Bosell	\$50.00	Student Council Exec. Board
Homecroft	Maurices	In kind	No
Lakewood	Maurices	In kind	No

RESOLUTION
 Authorized Bank Account Signer – September 2016

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

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
East HS	Northshore	XXXXXXX9	John Flaa	
East HS	Northshore	XXXXXXX2	John Flaa	
East HS	DTCU	XXXX6	John Flaa	

RESOLUTION
In regards to Scheduling a Meeting

WHEREAS, ISD 709 has excess school buildings available for sale; and

WHEREAS, school district policies 3195 and 8120 prohibit the use of any buildings sold for use as a E-12 school; and

WHEREAS, the School Board held a public hearing to discuss this policy and voted to uphold the policy as recently as May, 2016; and

WHEREAS, three board members have asked for a meeting, as listed below, to come to the School Board as an action item.

NOW, THEREFORE, BE IT RESOLVED that the School Board directs the District's Administration to schedule a meeting to discuss the merits of a PK-12 educational provider's interest in purchasing available school district properties.

RESOLUTION

Authorizing a Joint Powers Agreement with the
State of Minnesota/Perpich Center for Arts Education

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis
County, State of Minnesota, that the Joint Powers Agreement between the State of
Minnesota/Perpich Center for Arts Education and ISD 709 attached hereto is hereby approved.



STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Executive Director of the Perpich Center for Arts Education ("State") and Duluth Public Schools, ISD 709 at 215 North First Avenue East, Duluth Minnesota 55802 for Duluth Ordean East Middle School ("Governmental Unit").

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of high quality, professional development opportunities in arts integration for Minnesota K-12 educators and administrators to improve education statewide. It is also in need of examples of high-quality arts-integrated units of instruction to share and disseminate.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** November 1, 2016 or, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** September 29, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

A team of four (4) teachers at the Duluth Ordean East Middle School will participate in the 2016-2017 Perpich Arts Integration Network of Teachers, a multi-year professional development program in arts integration aimed at increasing student learning and instructor capacity. This agreement provides for reimbursement to the school for expenses related to this program based on a school team of four (4) participants.

Governmental Unit Responsibilities

Duluth Public Schools and the Duluth Ordean East Middle School agree to:

- Support team efforts to design and implement arts integration;
- Allow one (1) day release time for teacher workshop attendance and, additional release time as requested by teachers and agreed upon by administration, for team planning and/or co-teaching
- Create and submit an interim report of progress to be received no later than June 30, 2017
- Create and submit a fiscal year end budget report for the project to be received no later than July 31, 2017
- Provide an administrator to attend an on-line regional meeting for school leaders in the school year

The teacher team at Duluth Ordean East Middle School of Duluth Public School, ISD 709 agrees to:

- Participate in professional development coaching meetings (dates to be negotiated with program staff), and online learning community to learn, practice, and share arts integrated instruction that is standards-based and student-centered
- Collaboratively plan and implement integrated student learning experiences
- Design and implement aligned assessments of student learning
- Engage in professional inquiry in order to continually improve classroom and school skill in arts integration
- Learn and use technology tools necessary to participate in and document work created and/or developed within the project
- Meet with Perpich Center facilitators regularly, and provide response to on-line and face to face coaching
- Participate in project evaluation(s) upon request
- Electronically document project process and products, including completed unit plans and examples of student work, on a timely basis
- Complete necessary paperwork, gather media release forms, and report on progress and budget as required

State/Agency Responsibilities**The State will:**

- Plan, book, organize and implement all Perpich Arts Integration Network of Teachers events and activities.
- Facilitate professional learning for teachers, in-person and online, that is focused on building capacity to design, assess aligned units of arts integration aimed at increasing student learning, and aid Teachers in expansion of technology skills
- Require the submission of completed arts integrated unit plans from the school site and team
- Provide guidance on use of funds
- Monitor the use of funds via the year-end report received from the participating team to ensure funds are used for purposes outlined above
- Require annual written reports on use of funds from the School

This agreement provides reimbursement from the State to the Governmental Unit for:

Participation in Professional Development in Region (Subtotal = \$1951.45)

1. **Substitute Teachers:** One day of Substitute Teacher Reimbursement for four (4) team members to attend one (1) school year workshop day. The workshop will take place 8:30am to 4pm Central Time in Duluth, Minnesota on a date to be determined in the 2016-2017 school year
2. **Mileage:** Mileage reimbursement based on State of MN Commissioner's Plan rates in effect at time expenses are incurred. Reimbursement is permitted for:
 - i. Four (4) teachers to make one round trip from school site to the Twin Cities metropolitan area to attend a summer workshop
 - ii. An administrator to attend the June 2017 conference in the Twin City metropolitan area
3. **Honorariums:** An honorarium of up to \$200 will be paid per teacher or, at the rate dictated by the teacher union contract during summer workshops when teachers are off-contract. There is a 1-day workshop in June 2017, for a total of 1 day
4. **Meals:** Dinner reimbursement up to \$16 per person when the team members stay overnight away from home for Perpich Center workshops. Tax and gratuities should be included in reimbursement however, the cost of alcoholic beverages cannot be included

Arts Integration Planning, Implementation, Documentation, and Assessment at School: (Subtotal = \$2,000): the team will receive a sum of money which, they must decide in collaboration with Perpich facilitators, how to spend and subsequently to plan, implement, document, and assess arts integrated units. This sum is calculated on a rate of \$500 per teacher on the team; the team allotment for Duluth Ordean Middle School is \$2,000

These funds can be used for:

- Substitute teacher costs for planning and co-teaching,
- Honorarium funds for work (planning, reflecting, coordinating) outside contract hours (based on Duluth Public Schools daily rate specified in the teacher union contract if applicable).
- Community and teaching artist resources (residencies, fieldtrips, guest experts in classroom, etc.)
- Supplies and materials for arts-integrated lessons

The following expenditures **are not** appropriate use of these funds:

- Capital improvements or construction, purchase of capital equipment, real property, or endowments
- Permanent significant purchases, such as a piano
- Costs associated with fundraising events
- Activities that engage in political lobbying, serve the religious socialization of participants or discriminate against any persons or groups

3 Payment

As outlined above, the State will pay the governmental unit up to \$3,951.45 (three thousand nine hundred fifty one dollars and forty five cents)

Invoices: Payments will be made upon submission of invoices following the schedule outlined here:

Payment disbursement terms:

\$2,963.59 (two thousand nine hundred sixty three dollars and fifty nine cents) within 30 (thirty) days of agreement execution and receipt of invoice

\$987.86 (nine hundred eighty seven dollars and fifty six cents) upon receipt of invoice and receipt and acceptance of narrative report, and year-end budget report due July 31, 2017.

The agreement provides reimbursement only. If the Governmental Unit has excess funds remaining from the payment schedule, the parties will determine whether to discontinue the Project or retain the Project for the 2017-2018 academic year. If the Project is discontinued, the Governmental Unit will return excess funds, if any, to the State within thirty (30) calendar days. If the Project is continued, the Governmental Unit will retain the unused funds for the 2017-2018 academic year.

The State will determine and provide written direction on additional parameters for use related to the Perpich Arts Integration Network of Teachers in the event that there are excess funds after all of the above outlined activity is completed.

The total obligation of the State under this agreement will not exceed \$3,951.45 (three thousand nine hundred fifty one dollars and forty five cents)

4 Authorized Representatives

The State's Authorized Representative is Pam Paulson Perpich Center for Arts Education, 6125 Olson Memorial Highway, Golden Valley Minnesota 55422, telephone 763.279.4187, or his/her successor.

The Governmental Unit's Authorized Representative is Peggy Blalock, Duluth Public Schools ISD 709, 215 North First Avenue East, Duluth, Minnesota 55805, telephone 218.336.8700 or her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit 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 Governmental Unit'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 Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

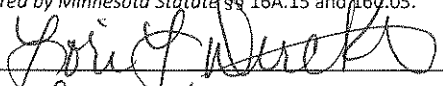
10 Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16A.05.

Signed: 

Date: 9-30-16

CFMS Contract No. A- 115894

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
Governmental Unit
State's Authorized Representative - Photo Copy

MINNESOTA LITERACY COUNCIL ADULT BASIC EDUCATION TECHNOLOGY SERVICES

THIS AGREEMENT by and between (consortium manager) Duluth ABE

hereinafter referred to as "ABE Program," and the Minnesota Literacy Council, hereinafter referred to as "MLC", is entered into this 20th day of June, 2016, for the period of July 1, 2016 to June 30, 2017.

MLC agrees to:

1. Provide access to MABE (soon to be renamed) software and companion files that meet current Minnesota and National Reporting System (NRS) guidelines as of May 1, 2016.
2. Offer staff training as necessary, including the following:
 - On-site training for new ABE Programs (for as many staff as required);
 - Approximately 4 user meetings (2 hrs/each) at the Minnesota Literacy Council;
 - telephone technical support;
 - Unlimited e-mail support.
3. Host the application and data files, which includes the following:
 - Files are stored on a secure server with redundant power and connectivity;
 - Backups of the entire system are performed nightly with versions kept both on- and off-site;
 - Backups of input data are performed twice a day;
 - Data is protected with SSL data encryption.
4. Provide support for the software including the following:
 - Ongoing software bug fixes;
 - Updated software security patches;
 - Implementation of new standard reports – custom report requests will be implemented if feasible;
 - Addition of new NRS tables;
 - Assistance with creating and formatting required Minnesota Department of Education (MDE) ABE reports;
 - Annual migration of student and class data to new terms;
 - Annual creation of entry NRS levels based on state ABE policy.
5. Burlington English and Edmentum Support and Administration Services
 - Offer access to Burlington English and Edmentum on-line learning system (number of seats to be determined).
 - Training – new user training, in-service training
 - Admin – create new teacher accounts, maintain student database
 - Reporting – run usage reports for consortia and/or state staff on request
 - Phone/email support – available to answer questions from teachers ("How do I...?")
 - Tech support – assist teachers with technical difficulties, refer to and/or contact ST Tech Support as necessary to resolve problem
6. Provide each consortia one Northstar Sponsor site license, which includes:
 - A Northstar portal through which consortia clients can access the assessments.
 - The ability to administer Northstar assessments in a proctored environment, and to award certificates to those passing at 85% or higher.
 - A database that will include the test results of all those accessing the assessments through the consortia portal.
 - An admin portal which includes access to online proctor training and other resources.
 - Support and technical assistance.

ABE Program agrees to:

1. Pay an annual fee for the use of Burlington English, Edmentum, NorthStar, MABE and related technical support/training within thirty (30) days of billing date. The fee will be based on enrollment data submitted to MDE from the previous program year.
2. Create user IDs and passwords for member ABE Programs.
3. Designate specific user access to reporting services through Visual Studios. Since these users will have access to all of ABE Program's members' data, this access must be closely controlled.
4. Limit the use of MABE software to the purchasing ABE Consortium members only. The ABE Consortium member may have unlimited users within its ABE service area. Manuals and forms may be copied as necessary.
5. Ensure data integrity and security by performing the following activities:

- Create a system for ensuring passwords are secure and changed when staff changes occur;
- Notify MLC staff if announced updates have not been implemented in ABE Program's system;
- Report software bugs in a timely manner and provide appropriate information for use in troubleshooting;

Additional Terms and Conditions

MLC will retain all rights to the MABE system, including software (and any modifications to the software), reports and manuals. No portion of the software or accompanying materials may be reproduced, distributed or sold without written permission from MLC.

The software code will be available to users. However, if ABE Program modifies the code or restricts access by the software developer contracted by MLC to the code, MLC will not provide any of the support listed as a responsibility in Items 1, 4 and 5 under the "MLC agrees to" heading (including implementing reports). In addition, if ABE Program wants to convert back to standard MABE software code in the future, the entire cost of conversion will be the responsibility of that ABE Program. ABE Program agrees to notify MLC if it decides to modify the code.

ABE Program assumes all responsibilities for data submitted to the State of Minnesota; MLC and its assigns are not liable for any calculation errors, omissions or financial penalties that may result from the use of the software.

See Attachment A for the End-User License Agreement which is herein incorporated into this agreement.

The Consortium manager signing this agreement is responsible for distributing a copy of this agreement and the End-User License agreement to all ABE Programs within the consortium and ensuring that all comply with the terms and conditions under these agreements.

Hold Harmless:

ABE Program will indemnify and hold harmless MLC, its officers and employees from all claims, actions or suits of any character brought on account of any claimed or alleged injuries or damages received by any person or property resulting from any act of commission or omission by ABE Program.

Neither ABE Program nor MLC will bring a legal action against the other more than two years after the cause of action.

Amendment or Changes to Agreement

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by both parties. This includes significant modifications to the attached software license.

Cancellation:

Either party may cancel with 30 days written notice. In the event of termination, all documents and software shall be destroyed by ABE Program. There shall be no further obligation of MLC to ABE Program. A portion of the annual fee may be refunded at MLC's discretion.

Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, between the Parties with respect to the transactions contemplated hereby.

Severability

The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, of subsection or subsections had not been inserted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year mentioned above.

ABE Program

Minnesota Literacy Council
700 Raymond Avenue Suite 180, St. Paul, MN 55114

Bill Hanson CFD
Authorized Representative - printed name/title

Bill Hanson
Authorized Representative - signature

william.hanson@isd709.org
Email address

[Signature]
Eric Nesheim
Executive Director

Attachment A
End User License Agreement for MABE Database
Version PY 16-17

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE. BY USING THIS SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, DO NOT USE THIS SOFTWARE.

The MABE Database is licensed, not sold, to you, ABE Program, by the Minnesota Literacy Council (MLC) and its successors for use only under the terms of this License. MLC and its successors reserve any rights not expressly granted to you.

1. LICENSE.

- A. Subject to the terms and conditions of this agreement, MLC grants ABE Program, and the programs within its consortium, a non-transferable, non-exclusive right and license to use the Software and Documentation, including all changes, modifications, improvements, corrections and updates thereto.
 - B. ABE program may assign unlimited users within the specific ABE service area.
 - C. MLC retains and owns all rights, title and interest including, but not limited to, copyright, patent, and all other intellectual property rights in:
 - The Software and Documentation;
 - Any and all changes, modifications, improvements, corrections, updates and derivative works of the Software and Documentation by whomever made or created them.
 - D. ABE Program is responsible for:
 - Supervising, managing and controlling ABE Program's use of the Software and Documentation;
 - Assuring proper machine configuration, audit controls, and operating methods;
 - Implementing sufficient procedures to satisfy the Minnesota Department of Education's ABE Program requirements for security and accuracy of input and output, as well as restarts and recovery in the event of a malfunction;
 - Purchasing software and maintaining adequate network capabilities that may be required to run the MABE application;
 - Installing and purchasing adequate communication lines used in connection with the Software.
 - E. ABE Program understands that technically advanced persons (including "hackers" who have malicious intentions, and "power users" who have productive intentions) may defeat whatever security measures are built in to protect the integrity of tables, queries, and other Application objects, and shall not hold MLC responsible for fixing any security-breach related problems within the scope of this Agreement.
2. SOFTWARE UPDATES AND MODIFICATIONS. MLC and the Developer are committed to increasing the functionality of MABE as needed by the user community. Requests for updates and modifications (including reports) should be submitted to MLC's MABE Administrator. The Administrator and the Developer will then evaluate the requested change in terms of the importance of the change and its effect on overall Software functionality. Changes that pass this scrutiny may then be completed. MLC does not guarantee that all requested changes will be implemented.

3. **RESTRICTIONS.** Any custom enhancements to the Protected Products requested by and/or paid for by ABE Program become part of the Protected Product and therefore owned by MLC, who has exclusive ownership rights to the Program Code, and retains the right to reuse and/or resell the Program Code, including selling part or all of the Program Code to third parties. ABE Program may not sell, rent, lease, sublicense, assign, or transfer the license the Program Code enhancements, in whole or in part.

In addition, if ABE Program makes any custom enhancements then MLC has no further responsibility to support or maintain the MABE Database for this ABE Program.

4. **TERMINATION.** This License is effective until terminated. This License will terminate immediately without notice from MLC, its successors, or judicial resolution if you fail to comply with any provision of this License. Upon such termination your user ID and access will be terminated.

See the "Cancellation" heading on the Service Agreement for voluntary termination options.

Sections 6, 7 and 8 of this agreement will survive any termination.

5. **PASSWORDS.** To gain access to and use the Software, you may be required to create a log-in ID and password. You are responsible for activity that occurs under your log-in ID. MLC has no obligation or responsibility with regard to your use, distribution, disclosure, or management of log-in information.
6. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, MLC AND ITS SUCCESSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
7. **LIMITATION OF REMEDIES AND DAMAGES.** In no event will MLC, its parent or subsidiaries, successors, or any of the licensors, directors, officers, employees, contractors or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of program income, program interruption, loss of program information), whether foreseeable or unforeseeable, arising out of the use of or inability to use the Software, or any subsequent updates, upgrades or enhancements or accompanying written materials, regardless of the basis of the claim and even if MLC, its successor, or MLC's representative or successor has been advised of the possibility of such damage.
8. **GENERAL.** This License will be construed under the laws of the State of Minnesota, except for that body of law dealing with conflicts of law. If any provision of the License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. If the Software is supplied to the United States Government, the Software is classified as 'restricted computer software' as defined in clause 52.227.19 of the FAR. The United States Government's rights to the Software are as provided in clause 52.227.19 of the FAR.

Minnesota Literacy Council

700 Raymond Ave, Ste 180
St Paul, MN 55114

Invoice⁹⁸

Date	Invoice #
6/29/2016	4772

Phone #

651-645-2277 x223

Bill To

Duluth ABE
Attn: Patricia Fleege
215 N First Ave E
Duluth, MN 55802

P.O. No.

Quantity	Description	Rate	Amount
1	MABE, Burlington English & Edmentum Online Software Support and 1 Northstar Digital Literacy Sponsorship for each consortium for fiscal year 2016-2017	7,860.80	7,860.80
		<i>OK to pay 9/2/16</i>	
		<i>04-520-005-322-000-182000</i>	
		<i>Patricia Fleege</i>	
		Total	\$7,860.80

DATE: 09/15/16

Men As Peacemakers
In School Programming Contract

From:

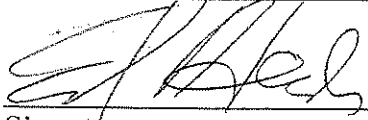
Name: Men As Peacemakers (Ed Heisler)
Address: 205 West 2nd Street, Suite 15
Duluth, MN 55802
Federal EIN: 41-1841689

TO:

Duluth Public Schools -- ISD 709

This contract supports two in school programs offered annually by Men As Peacemakers at Duluth Public Schools-Boys Restorative Program and Girls Restorative Program. Both programs welcome students who may be struggling in school, and are designed to support the social emotional development of participants, while contributing to their success in school. This contract amount reflects approximately 7% of total program costs, but represents an important investment by the school district that will strengthen MAP's abilities to secure additional funders.

2016 Peer Education Contract	AMOUNT
<p>1. Provide Boys Restorative Programming (Boys Group) at a minimum of 2 schools. Boys Groups is an in-school community mentoring program for 4th, 5th, and 6th grade boys. This primary prevention program connects caring adults in local elementary schools to help boys broaden their understanding of masculinity and to make better connections with themselves, their schools, and their community. These connections help them succeed both academically and socially, and support the development of boys into leaders in preventing violence and promoting positive peer cultures.</p> <ul style="list-style-type: none"> Boys Group serves 80-120 boys on an annual basis. Programming is provided through MAP staff and volunteers weekly or twice weekly based on school schedule. Boys Group is currently provided at Laura MacArthur, Myers Wilkins, and Lincoln Park Middle School. MAP is interested in exploring other expansion possibilities. <p>2. Provide Girls Restorative Programming (Girls Group) at Denfeld High School and Lincoln Park Middle School. Girls Group is an in school program that creates inclusive and confidential spaces where girls develop authentic, supportive relationships while exploring their identities, building resiliency, and succeeding in high school. Girls also become peer leaders in sexual violence prevention, promoting healthy relationships, and addressing issues of violence and inequality facing girls and women.</p> <ul style="list-style-type: none"> Girls Group serves approximately 90-100 girls on an annual basis. Programming is provided through MAP staff and volunteers on a weekly basis for each grade level. Program coordinators are also housed in school to provide one on one support/advocacy to girls. Participants are invited to participate in multiple field trips exploring potential careers, college, activities, and community resources. Programming is provided at Denfeld High School and Lincoln Park Middle School 	<p>\$10,000 Total</p>

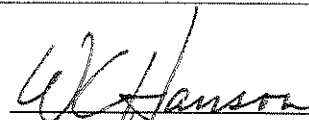


Signature
Executive Director

Title
Men As Peacemakers Signatory

9/15/16

Date



Signature
CFO

Title
ISD 709 Signatory

9/19/16

Date

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 7th day of June, 2016, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to Forty (40) parking spaces in the parking lot located at 3833 East Superior St.
2. The term of the Agreement shall be from September 6, 2016 until June 8, 2017 or until terminated by either party upon 60 days written notice.
3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO HUNDRED EIGHTY DOLLARS (\$280.00) per month.
4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.
5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.
6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.
7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.
8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.
9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

Parking Lot Use Agreement Between

The Duluth Congregational Church and Independent School District No. 709

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH

BY: Carol Thibault

Carol Thibault, Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: William C. Hanson

William C. Hanson

Director of Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this **8th day of September, 2016**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jessica Vargason**, 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 **September 8, 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.** Please see attached job description.

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 the rate of **\$27.00 per hour up to a sum not to exceed \$12,000**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Pam Rees, 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.

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH HEAD START

CONTRACTOR

~~Chair~~

Title

Jessica Vargas

~~Clark~~

Title

Nutritionist/Dietitian

Program Director

Taxpayer Identification Number

W.C. Hanson
Director of Business Service

**DULUTH HEAD START
JOB DESCRIPTION**

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

PAY GRADE ASSIGNMENT: \$27.00 per hour

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition;

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs;

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service;

Reflect cultural and ethnic preferences, and include a wide variety of foods;

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices;

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards;

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up

Monitor and coordinate oral health activities in the program

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children;

Provide information and materials for nutrition education activities in the classroom;

Coordinate and provide nutrition education at parent meetings;

Consult with teachers regarding concerns about children's eating;

Update and revise nutrition area of the program plan;

Serve as liaison to nutrition and food resources in the community;

Member of Head Start Health Advisory Committee;

Other duties as assigned by supervisor.



...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 17, 2016 – June 30, 2017

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

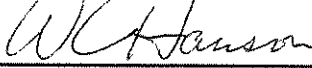
Invoicing Procedure: send invoices to Michelle Porter

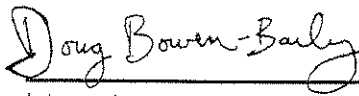
Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

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

 9/20/16
ISD 709 Representative Date

 8/16/16
Interpreter Date

RECEIVED

SEP 15 2016

HUMAN RESOURCES

INDIVIDUAL OR AGENCY - INTERPRETER AGREEMENT

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

Name/Agency: KY Interpreting Services

Address: 3251 Dahl Rd. Duluth, MN 55824

Telephone #(s): (218) 393-3504

Social Security or Federal ID Number: 26-3754494

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:

Date(s) of Service: 2016-2017

Rate of Pay: \$ 45.00/hour

Invoicing Procedure: Payment due upon receipt of invoice

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 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. This contract is not to exceed \$5,000.00.

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
[Signature] 9/15/16 ISD 709 Representative Date
[Signature] Interpreter Date July 28 2016

CONTRACT FOR IN SCHOOL NURSING SERVICES

69

This AGREEMENT is made and entered into this 21st day of September, 2016, by **BAYADA Home Health Care, Inc.**, with a service office located at 110 Second Street South, Suite 306, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **Duluth School District**, located at 215 N. 1st Avenue East, Duluth, MN 55802 (hereinafter referred to as **SCHOOL**).

BAYADA is a home health care agency, engaged in the business of providing professional nursing services and **SCHOOL** has identified a need for an in **SCHOOL** nurse to provide basic nursing care to its students.

WHEREAS, it is the desire of both parties to make provision for on site nursing services in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who shall hold a current license, registration or certification to practice in the State of New Jersey, and shall provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurse who is providing onsite services. The contents of such file will include:
1. Verification of current licensure or certification as applicable; and
 2. Completed application for employment or resume; and
 3. Verified references; and
 4. Evidence of annual performance evaluation; and
 5. A criminal record check, conducted upon hire, if required by state law; and
 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **BAYADA** shall provide an RN or LPN to **SCHOOL** on a substitute basis. The RN/LPN will provide basic nursing services to **SCHOOL**'s students currently attending schools located within **SCHOOL**'s district. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the **SCHOOL** calendar including all scheduled days off.

- D. Place of Performance. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance.
1. **BAYADA** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees which may give rise to liability under this Agreement.
 2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- F. Indemnification. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.
- G. Payment of Personnel. **BAYADA**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.
- H. Policies and Procedures. **BAYADA** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting.

II. RESPONSIBILITIES OF SCHOOL

- A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. Insurance.
1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.
 2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- C. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.
- D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies (including teaching materials and supplies) necessary to perform services under this Agreement.

- E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. In order to assure adherence to these values, **BAYADA** maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. **SCHOOL** agrees to abide by this program, and understands its obligation to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$60.00/hour for RN Complex services or \$50.00/hour for LPN Complex services provided under this Agreement. **SCHOOL** payments to **BAYADA** may not exceed \$20,000 per school year.
- B. **BAYADA** shall forward to **SCHOOL** an itemized bill on a weekly basis.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies in an attempt to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on September 1, 2016 and will remain in effect through August 31, 2017. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
 2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

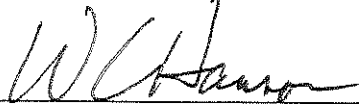
V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: _____

Date: 9/28/16

Tina Gonterman
Division Director
Signing with authority for
BAYADA Home Health Care, Inc.


Signing with authority for
Duluth School District

STATEMENT OF WORK NO. RSP 00184

Pursuant to the Professional Services Agreement, dated as of this _____ day of _____, 2016 ("Agreement"), by and between RSP & Associates, LLC. ("Consultant"), and Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota ("Client" or "District").

CONSULTANT hereby submits this Statement of Work as a request for Professional Services under Section 2.0 of the Professional Services Agreement. The terms and conditions set forth in the Agreement are incorporated by reference and shall supersede any conflicting terms herein. This Statement of Work shall have effect only when signed by CLIENT and CONSULTANT.

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

1.0 Description of Professional Services. Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Board Redistricting Report, Boundary Reports, Demographic Reports, Enrollment Reports, Facilitation/Presentations, Facility Staffing Report, Maps, Site Analysis Reports or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work. Any options shall be mutually agreed upon by the parties, and evidenced by an addendum hereto setting forth the descriptions, delivery dates, and prices for the same.

2.0 Purpose of Professional Services. The purpose of professional services is to assist and provide the client the following products, services, or analysis which are further defined in the Statement of Work section 7.0 and 10.0:

- 2.1 Enrollment Analysis
- 2.2 Boundary Analysis
- 2.3 Public Facilitation

3.0 Project Management.

3.1 Work Plan. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the contract unless both the Client and Consultant agree upon another schedule.

3.2 Work Plan Management. At the request of the Client, the Consultant will provide a description of the status of a particular project.

3.3 Communications. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2

4.0 Change Control.

4.1 Procedure. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the Professional Services Agreement.

4.2 Client Changes. Only the following individuals may authorize changes for the Client:

Mr. William Gronseth, Superintendent
Duluth Public Schools, ISD 709

4.3 Consultant Changes. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

5.0 Technical Specifications. Each report will be provided in hard copy and digitally in a PDF format unless otherwise notified by the Consultant.

6.0 Quality Standards. The products delivered to the Client will be of the highest quality and considered final after being presented and reviewed by the Client and any requested changes are made by Consultant.

7.0 Deliverables.

7.1 Consultant Deliverables Defined. The following are products, services or analysis that will be created by the Consultant under the Agreement.

a. The Enrollment Analysis and Report assists the District in understanding how the projected enrollment impacts capacity at each of its facilities. The report has analysis that projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model.

b. Boundary Analysis provides redistricting options that are based on the Student Forecast Model (SFM) enrollment projections generated in the Enrollment Analysis Report. The report will document the public process, benchmark each option with respect to the boundary criteria the Board approves, and ultimately assist the District in understanding the possible solutions for the enrollment change to include, better utilization of existing facilities, the timing when new facilities or additions should be built, when new sites should be purchased, and/or if a bond referendum should be held. Large print maps and 11 x 17 maps are utilized to facilitate group discussions. (Option)

c. The Boundary Public Facilitation has consultant leading the facilitation process. The process will allow detailed exploration of options to better utilize facilities, grade configuration, or attendance area realignment. The consultant has created a process that integrated the following elements: Board of Education,

Administration, Committee, Community, and Consultants. The process will have two Board of Education meetings, five committee meetings, and two public forums. The process will include maps, charts, and discussions to provide a comprehensive recommendation to the Board of Education. (Option)

7.2 Client Deliverables Defined. The following are data or services to be provided by the client.

- a. The following Saint Louis County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - City Boundaries
 - County Boundaries
 - Plat and Subdivision Boundaries
 - School District Boundaries
 - Zip Code Boundaries
 - Census Boundaries
 - Roads
 - Parcels
 - Parcel Attribute fields
 - Public School Point Data
 - Private School Point Data
- b. The following city: Duluth, data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - Roads with Geocode attributes
 - Infrastructure (Water, Sewer, Electricity, and Gas)
 - Zoning Attributes
 - Long Range Planning attributes
- c. Other GIS or data files as needed to complete the reports, studies, or analysis
- d. Digital files produced by the Client that will assist in completing the scope of services.

7.3 Deliverables Date. Below are the dates for the Deliverables the Consultant will provide the Client:

- a. Enrollment Analysis – November 2016
- b. Boundary Analysis – March 2017 (Option)
- c. Public Facilitation – March 2017 (Option)

8.0 Pricing Terms.

8.1 Payment. The Statement of Work will be performed in the 2016/17 school year totaling Fifty Thousand Five Hundred and no/100 (\$50,500.00) plus travel and other reimbursable expenses. These services will be billed as follows:

- 2016/17 School Year
- There are three components to be completed beginning in the 2016/17 school year.
- Upon completion of the Enrollment Analysis Client will pay Consultant Thirteen Thousand and no/100 (\$13,000.00).
- The Client has the **option** of having the Consultant provide boundary analysis. Upon completion of the Boundary Analysis Client will pay Consultant Six Thousand and no/100 (\$6,000.00). This option is subject to school board approval.
- The Client has the **option** of having the Consultant facilitate a boundary process. Upon completion of the Public Facilitation Client will pay Consultant Thirty-one Thousand Five Hundred and no/100 (\$31,500.00). This option is subject to school board approval.

a. The above breakdown does not include the cost of all expenses associated with the final production of the work and the Deliverables. These printing expenses for the Enrollment Analysis will be charged to the Client not to exceed Five Hundred Dollars and no/100 (\$500.00) per report. Large Format printing is at the rate of \$42.00 per print (36 inches x 42).

b. Travel expenses will be submitted with the appropriate documentation for the Client to submit payment to the Consultant.

8.2 Contingency. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time or providing the following data:

a. If the Client is unable to provide the requested data as stated in 7.2, the Consultant will charge the Client the cost associated with obtaining the information in 7.2 which is not included in the prices listed in section 8.1, but only upon consent by the Client.

8.3 Additional Services. Any additional services shall be authorized in writing by Client prior to initiation and compensated at the rate of \$120.00 per hour unless otherwise negotiated by both parties. Public meetings RSP would need to attend not included in the services listed in 10.0 are Three Thousand and no/100 (\$3,000.00) plus any travel expenses.

9. **Consultant Content**. Consultant Content shall consist of at least the following:

- 9.1 Enrollment Projection Model
- 9.2 Population Projection Model

9.3 Analysis Work Products

Work Product.

- 9.1 Enrollment Analysis
 - a. Includes detailed analysis of the District enrollment.
 - b. Information about the Model Methodology
 - c. Information about the Types of Growth
 - d. Information about the residential development activity expected in the District.
 - e. 5-Year Enrollment Forecast
 - f. Tables with a likely projection for each facility in the District.
 - g. Maps that identify future growth areas.
 - h. Maps of current boundary and Facility enrollment history.

- 10.2 Boundary Analysis (Option)
 - a. Utilization of the Student Forecast Model (SFM) methodology.
 - b. Create as many as five options
 - c. Calculate the SES students for the 1st year.
 - d. The final product will have tables with likely Reside enrollment projection for each facility in the District.
 - e. Maps will be created for each boundary scenario.

- 10.3 Public Facilitation (Option)
 - a. Utilize the data and maps generated in 10.1 and 10.2 to facilitate a public process
 - b. Two meetings with Board of Education (one at the beginning and one at the end of the process)
 - c. Maximum five meetings with a boundary committee
 - d. Two public forums to educate and receive community comment
 - e. Includes time for meeting preparation and follow-up after meetings
 - f. Assist the District in understanding the possible solutions for the enrollment change to include, better utilization of existing facilities, the timing when new facilities or additions should be built, when new sites should be purchased, and when a bond referendum should be held.
 - g. Validation of community values to be introduced or integrated into the planning process

11. Client Content. Client Content may consist of the following elements:

- 11.1 Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.
- 11.2 Digital shape-file of parcels in the District.
- 11.3 Digital street centerlines file for all streets in the District that has the appropriate fields for accurate geocoding.
- 11.4 Digital shape-file of all school sites in the District.
- 11.5 Digital shape-file of the current school boundaries for each attendance area.
- 11.6 City and County Future Planning Maps of the area within the District.
- 11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text necessary for the completion of the project.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed this Statement of Work by their duly authorized representatives as of _____, 20__.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota

By: _____

Title: School Board Chair

Date: _____

By: 

Title: Superintendent

Date: 9/14/14

By: _____

Name: _____
School Board Clerk

PROFESSIONAL SERVICES AGREEMENT

Between

RSP & Associates, LLC

and

Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2014 (the "Effective Date"), by and between RSP & Associates, LLC, a Kansas limited liability company ("Consultant"), and Duluth Public Schools, ISD 709, a Minnesota public school corporation located in Saint Louis County, State of Minnesota ("Client").

Recitals

A. Client desires Consultant to provide certain professional services as described in the written Statement of Work (as defined below) as may be agreed upon by the parties in accordance with the terms of this Agreement (the "Professional Services"), and Consultant desires to provide such Professional Services.

B. The terms and conditions of this Agreement shall apply to and govern all Professional Services and Deliverables provided by Consultant to Client.

Agreement

The parties agree as follows:

1.0 Definitions. The following terms, when used in this Agreement, shall have the following meanings:

1.1 **Agreement.** "Agreement" shall mean this document, all Exhibits referenced herein and attached hereto, and all Statements of Work made pursuant to Section 3.

1.2 **Client Content.** "Client Content" shall mean anything provided by Client or its agents for incorporation into the Deliverable(s), including, but not limited to, any data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text, including all Intellectual Property rights therein.

1.3 **Confidential Information.** "Confidential Information" shall mean, with respect to a party hereto, (i) all information listed or identified as a "confidential record" or "trade secret," pursuant to the terms of Minnesota Code Chapter 22 or other information protected by FERPA, 20 U.S.C. Section 1232g. Confidential Information may include, but is not limited to, the Client Content and Consultant Content.

1.4 **Consultant Content.** "Consultant Content" shall mean anything provided by Consultant or its agents, including, but not limited to, any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, solutions, designs, techniques, methods, methodologies, tools, processes, templates, improvements and other know-how and materials (collectively, "Solution Assets"), that are made, conceived, or developed by or for Consultant prior to or

independent of any Professional Services, any enhancements and modifications to and new Solution Assets created or acquired in the performance of Services that have generic application in the urban planning profession or are not unique to Client, and the Intellectual Property rights in any of the foregoing.

1.5 Work Product. "Work Product" means anything made, conceived, or developed by Consultant after the Effective Date in connection with the performance of Professional Services hereunder, including, but not limited to any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials, including the Intellectual Property rights therein. Work Product does not include Consultant Content, Client Content or any third-party content.

1.6 Deliverable. "Deliverable" shall mean any item, software, Work Product, documentation, service, or material provided by Consultant to Client pursuant to this Agreement or any Statement of Work. Deliverables may be a combination, as appropriate, of Client Content, Consultant Content, Third Party Content, and Work Product.

1.7 Intellectual Property. "Intellectual Property" shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how (whether or not protectable under trade secret laws), techniques and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

2.0 Services.

2.1 Professional Services. Client retains Consultant to provide, and Consultant agrees to provide, pursuant to this Agreement, the Professional Services specifically described in such Statement of Work as signed by both parties and attached to and incorporated into this Agreement.

2.2 Performance of Services. Consultant represents and warrants that: (i) it shall complete all tasks identified in a Statement of Work unless this Agreement is terminated as permitted by this Agreement; (ii) all services provided by Consultant to Client (including without limitation any support or explanation) will be performed in a timely, competent, professional, and workmanlike manner, using qualified Personnel in conformity with standards generally accepted in the planning profession; and (iii) Consultant is the lawful owner or licensee of any software or other programs used by Consultant in the performance of the services called for in this Agreement and has all rights necessary to convey to Client the license granted herein.

3.0 Statement of Work. "Statement of Work" shall include the following: The Statement(s) of Work shall include, as appropriate, description, background, scope, management approach, technical approach, quality approach, roles and responsibilities of each party, Deliverables, equipment and items (if any) to be delivered pertaining to the Deliverables, the equipment on which the Deliverables are to operate, any interfaces to be created, operating systems to be used, acceptance testing methodology, methods of delivery, a schedule of performance dates and milestones (including delivery dates for each Deliverable), and such pricing and payment terms as may be agreed to by the parties. The Statement(s) of Work may include such additional terms and conditions as the parties may wish to include; provided, however, that such terms do not conflict with the terms of this document. Any changes to the terms of this document must be made pursuant to Section 19.0 (Amendment) herein. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall govern, unless this Agreement specifically states that such provision may be varied or modified in the Statement of Work, in which case the Statement of Work shall govern. All Statements of Work shall be effective only when executed by both parties. All fully executed Statements of Work shall be deemed to be attached to and incorporated into this Agreement and governed by the terms of this Agreement.

4.0 Deliverables.

4.1 Development/Delivery of Deliverables. Development of the Deliverables, if any, shall proceed according to the Statement of Work, provided that Client delivers or provides access to all necessary information, equipment, materials and other items identified in a Statement of Work as being provided by Client in a timely fashion, and if not, then Consultant's obligations which are dependent on such shall be extended to reflect such delay. Consultant shall deliver the Deliverables to Client for approval as provided in Section 4.2 on the dates as specified therein.

4.2 Delivery of Deliverables. Consultant may deliver a draft of the Deliverables, if requested, to Client no later than one week prior to the Deliverables Date set forth in Section 7.3 of the Statement of Work. Consultant shall meet with Client to review the draft of the Deliverables, and shall thereafter deliver a true and complete copy of the Deliverables to Client no later than the Scheduled Delivery Date set forth in the Statement of Work.

5.0 Change Orders. A Statement of Work may be amended by the parties in a writing executed by both parties. During the term of a Statement of Work, Consultant will work with Client to make any changes to the scope of services required in a particular Statement of Work which are requested by Client. If Consultant reasonably believes that any change request, individually or collectively, is not feasible or would materially affect Consultant's ability to timely complete, or complete within budget, an agreed upon component of the services to be performed by Consultant, then the change shall be subject to approval by Consultant, which approval shall not be unreasonably withheld, and relevant changes to any timelines or milestones and compensation specified in the Statement of Work shall be negotiated to equitably adjust for the changes in scope as well.

6.0 Term of Agreement. This Agreement shall be effective from the Effective Date until terminated as provided for in Section 7, Termination, below.

7.0 Termination.

7.1 This Agreement may be terminated by either party immediately if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach (if such breach is curable) within thirty (30) days of receipt of the notice specifying the nature of the default.

7.2 This Agreement may be terminated by either party for any reason by providing the other party with sixty (60) days prior written notice.

8.0 Effect of Termination.

8.1 Payment of Fees. In the event of a termination by either party, but subject to any rights and remedies available to Client in the event of an uncured breach by Consultant or non-conforming work, Client shall pay Consultant according to the applicable Statement of Work for all undisputed amounts due for services rendered and work performed (including work-in-progress) up to the date of termination.

8.2 Return of Confidential Information. Except to the extent retention is required by applicable law, within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Confidential Information of the other party related thereto (and any copies thereof) in the party's possession or, with the prior written approval of the other party, destroy all such Confidential Information.

8.3 Effect on Intellectual Property Rights. Except for a breach of Sections 9.0 (Intellectual Property Rights and License) or Section 12.0 (Confidentiality), the rights and licenses granted under Section 9.0 (Intellectual Property Rights and License), if any, shall continue in full force and effect in accordance with their terms notwithstanding any termination of this Agreement or a Statement of Work.

9.0 Intellectual Property Rights and License.

9.1 Copyright. Client acknowledges that all or part of the Work Product may be copyrighted, trademarked, or patented solely by Consultant. All Work Product shall be marked as follows: "© (year) by RSP & Associates, LLC, All rights reserved."

9.2 License of Consultant Content and Work Product. All Intellectual Property rights in and to the Consultant Content and Work Product are and shall remain the sole and exclusive property of Consultant. Notwithstanding the foregoing, Consultant agrees that during the term of this Agreement, and thereafter upon receipt of payment in full of the fees required under this Agreement, Consultant grants to Client a royalty free, non-exclusive, irrevocable, worldwide, perpetual license to use any Consultant Content and

Work Product incorporated into the Deliverables for the purposes specified in the Statement of Work. Client shall not use any reverse engineering methods, make derivative works or distribute the Consultant Content or Work Product in violation of this Agreement. Any and all copies of the Deliverables shall include Consultant's copyright notice. The Work Product is not a work for hire under the Copyright Act.

9.3 Client Content. Client shall not be required to provide any Client Content unless specifically required in the applicable Statement of Work. In such a case, Client shall deliver the Client Content to Consultant in a standard electronic file format specified in the applicable Statement(s) of Work, at such times as may be specified in the Statement(s) of Work or as may be reasonably necessary. Except as may otherwise be provided in a Statement of Work or necessary to prepare a Deliverable, Consultant shall only use the Client Content in the form provided by Client and solely to provide the Professional Services to Client. Consultant shall not use the Client Content for any other purpose. All Intellectual Property rights in the Client Content are and shall remain the sole and exclusive property of Client or its third party licensors.

10.0 Fees and Payments.

10.1 Fees. All Professional Services will be performed for the Service Fee set forth in the Statement of Work.

10.2 Payment. Terms of payment for all work performed under this Agreement shall be net 30 days from date of receipt by Client of an invoice.

11.0 Compliance with Laws. Consultant represents and warrants its performance under this Agreement will comply with all applicable federal and state laws, rules, regulations and standards and Client policies provided to Consultant in advance, in writing. Consultant further agrees that while on District property and/or while providing services under this Agreement where contact with District staff and/or students is expected or possible, Consultant will abide by all laws, regulations and Client policies and rules regarding smoking prohibitions, appropriate conduct provisions (including but not limited to bullying and harassment) and sex offender restrictions.

12.0 Confidentiality. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other party's Confidential Information to any person or entity, except to its own and the other party's personnel, having a need to know. Each party agrees that it will not use or permit its personnel to use any Confidential Information for purposes other than in connection with performance of its duties under this Agreement. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care. Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall use commercially reasonable

efforts to: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other party's consent to such disclosure; and (iii) in the event consent is not given, agree to allow the disclosing party to file a motion to quash, or take a similar procedural step to frustrate the production or publication of information. Nothing herein shall require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

13.0 Limitation of Liability.

13.1 Limitation of Liability. Except to the extent such limitations are prohibited by applicable law and except in the case of gross negligence or willful misconduct, neither Client nor Consultant shall be liable under this Agreement for any indirect, incidental, special, punitive or consequential damages. Except in the case of Consultant's gross negligence or willful misconduct, or except in the case of Consultant's violation of the Intellectual Property Rights of a third party, in no event will the total aggregate liability of Consultant for any claims, losses or damages arising out of this agreement exceed an amount equal to 3 times the total amount of fees and other consideration actually received by Consultant under this Agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

13.2 Limitation of Warranties. Consultant warrants that the services performed hereunder shall be performed in a competent and workmanlike manner with qualified personnel. Consultant further warrants, and subject to the accuracy of any data provided by Client, that any calculations made by Consultant shall be true and accurate in all material respects at the time the calculations were made. In the event of a breach of this Section 13.2, Consultant shall, at no additional cost or expense to Client, but as Client's sole remedy, reperform the related services. **CONSULTANT MAKES NO IMPLIED WARRANTIES, WHICH ARE HEREBY DISCLAIMED BY CLIENT.**

14.0 Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

15.0 Assignment. This Agreement shall be binding upon the parties and their respective successors, representatives and permitted assigns. Except as set forth herein, neither party may assign this Agreement or the obligations contained herein, nor may either party delegate its duties except upon receipt of the other party's written approval. Client may, however, without such prior written consent, assign and delegate this Agreement to an affiliate and in conjunction with the sale of all or substantially all of its assets, or a reorganization (including in bankruptcy) or merger with another entity.

16.0 Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

17.0 Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

18.0 Survival Past Termination or Expiration. The following provisions shall survive termination or expiration of this Agreement: Sections 8.0 (Effect of Termination), 9.0 Intellectual Property Rights and License), 10.0 (Fees and Payment), 11.0 (Compliance With Laws), 12.0 (Confidentiality), 13.0 (Limitation of Liability), and 18.0 (Survival).

19.0 Amendment. This Agreement and the Statement(s) of Work which it governs may be amended only by a subsequent written agreement signed by both parties which specifically identifies itself as a written amendment to this Professional Services Agreement.

20.0 Counterparts. This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all parties.

21.0 Indemnification. Consultant shall indemnify, defend, and hold Client and its officers, directors, employees, attorneys, and agents harmless from and against any and all liability or expenses of any kind or nature whatsoever (including reasonable attorney fees and costs) finally awarded arising out of or in connection with any third party claims for (i) negligence on the part of Consultant or its officers, employees, or agents; (ii) material uncured breach of the Agreement and/or Statement of Work by Consultant or its officers, employees, or agents; and (iii) violation of any applicable law or intellectual property right of a third party by Consultant or its officers, employees, or agents; provided, however, that Client shall not be indemnified from any such liability or expenses which results from negligence on the part of Client or its officers, employees or agents, or from claims by patrons.

22.0 Notice. Any notice required or permitted under this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. mail, postage prepaid, and addressed to the party as follows: (a) notice to Consultant must be sent to Robert Schwarz, 7111 West 151st Street, Suite 12, Overland Park Kansas 66223; (b) notice to Client must be sent to Mr. Bill Gronseth, Superintendent, 215 North 1st Avenue East, Duluth, Minnesota 55802.

23.0 Law; Forum. This Agreement shall be governed exclusively by Minnesota law. The parties agree that any litigation or other disputes, actions, or claims related to this Agreement and/or the Statement of Work shall be initiated and maintained only in the U.S. District Court for the Southern District of Minnesota or the District Court for Saint Louis County, Minnesota.

24.0 Independent Contract. The relationship between the parties is that of independent contract. No joint venture, partnership, agency, or employment relationship exists between the parties as a result of this Agreement and/or Statement of Work. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement, or document. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

25.0 Force Majeure. Notwithstanding anything contained in this Agreement or the Statement of Work to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement and/or Statement of Work (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specific period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

26.0 Insurance. Consultant shall maintain such types and amounts of insurance as are standard in Consultant's industry.

All such insurance shall be effective throughout the duration of this Agreement and for claims made within one year thereafter. All such insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Minnesota.

Consultant shall use its best efforts to name Duluth Public Schools, ISD 709 as an additional insured on the insurance policies, so long as doing so does not require substantial additional expense. Certificates evidencing such insurance must be provided to Client by Consultant. No policy shall be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to Client.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties represent, by the signatures below, that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

CONSULTANT

RSP & ASSOCIATES, LLC

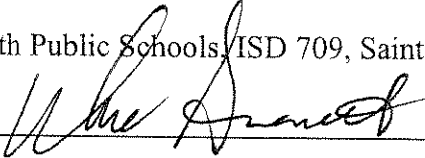
By: _____

Title: _____

Date: _____

CLIENT

Duluth Public Schools, ISD 709, Saint Louis County, State of Minnesota

By: 

Title: President, Board of Directors

Date: 9/14/16

ATTEST:

By: _____

Name: _____
Secretary, Board of Directors

STUDENT TUITION CONTRACT


WHEREAS, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

WHEREAS, District 709 is willing to make available its program to one District 4151 student for the 2016-2017 school year.

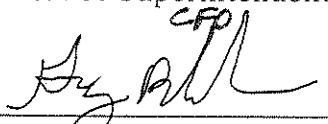
THEREFORE, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student Harrison Dudley to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$606.70 per semester class, billable as credits are completed (semester or less frequently). Based on information from Harrison, District 4151 anticipates paying for one year-long class, and one semester long class for the school year. The tuition amount is based on the \$6067.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ($\$6067 * 1.2 / 6 / 2$) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 15th day of September 2016



ISD No. 709 Superintendent - Bill Cronseth
CFD HANSON



ISD No. 4151 Co-Director - Gigi Dobosenski

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 **ISD 709 – Duluth Public Schools** (“Contractor”) whose designated address is 215 North First Avenue East, Duluth, MN 55802, and Minnesota Department of Education (“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:

1. Provide participant planning for program implementation to develop and expand high quality experiential learning and career development programs to Pre-K through Grade 12 Students with the local districts via the Carl D. Perkins consortium in Minnesota.
2. Key areas of focus will include Career and Technical Education Course Work as follows:
 - A. Form a work-based learning/intern advisory board for the city of Duluth and have the board complete two visits to exemplar state programs in Special Education, Center for Advanced Professional Studies (CAPS) and Step-Up.
 - B. Program activities and locations will be determined and agreed to by both parties in writing between the dates of September 19, 2016, and November 1, 2016.
3. District will submit a final summary of activities that will be due to MDE no later than November 3, 2016, for review and approval. The summary will include activities performed, materials developed and objectives accomplished.

The contractor will be paid a lump sum of **\$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 mde.contactus@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:
 Michelle Kamenov, Career Development and CTE Supervisor
michelle.kamenov@state.mn.us
 651-582-8434
 - B. Contractor's Authorized Representative is:
 Bradley Vieths
Bradley.vieths@isd709.org
 218-336-8711 ext. 1031
- 13. Term of Agreement and Payment Information**
- A. Agreement Begin Date: **September 22, 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: **November 4, 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** and report detailing effort and outcomes upon completion of the above services, which is due no later than **November 10, 2016**, 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>[Handwritten Signature]</i>
Date: 9-21-16
Annual Plan T-number: 17A37 Purchase Order (PO) number: 3000014018

2. CONTRACTOR: ISD 709 Duluth Public Schools

By: <i>[Handwritten Signature]</i>
Title: <i>Supt</i>
Date: <i>09/22/16</i>



3. STATE AGENCY:

By: <i>[Handwritten Signature]</i> <small>Authorized signature</small>
Title: <i>Acctg Operations Mgr.</i>
Date: <i>9-23-16</i>

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
 ISD 709 ADULT BASIC EDUCATION
 AND
 CITY OF DULUTH
 FOR THE
 STATE OF MINNESOTA
 DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
 WORKFORCE DEVELOPMENT DIVISION
 HEALTH CAREER PATHWAYS**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the **CITY OF DULUTH**, (the "City"), and **ISD 709 ADULT BASIC EDUCATION**, (the "Grantee").

WHEREAS, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City's Workforce Development Center; and

WHEREAS, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of Seventy-Two Thousand Four Hundred Twenty-Seven Dollars and no/100 (\$72,427.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support healthcare industries' workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will prepare individuals with the skills needed to enter into employment in the healthcare field and/or access additional education ("the Project"). The Project Specific Plan ("PSP") is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

WHEREAS, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

NOW, THEREFORE, the parties agree to the following terms:

1. **AWARD.** The City awards a Subgrant to Grantee in the amount of Six Thousand Three Hundred Seventy-Nine Dollars and no/100th (\$6,379.00) for Grantee's performance of its obligations under the Program Grant including:
 - A. Perform the duties specified in the Work Plan, which is attached as *Exhibit C* and incorporated into this Agreement.
 - B. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce 1 reporting and the Healthcare Careers Healthcare Project data.
 - C. Submit invoice outlining services provided with supportive documentation to City Manager on a quarterly basis. Examples of documentation for services include detailed receipts and timesheets.
 - D. Coordinate with City staff on scheduling for services and/or workshops.
 - E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
 - F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED.

2. PERFORMANCE. The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

3. TIME OF PERFORMANCE. Grantee must start the Program upon execution of this Agreement and complete the Program on or before December 31, 2017. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

4. CONDITIONS PRECEDENT TO DISBURSEMENT. The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

5. DISBURSEMENT. It is expressly agreed and understood that the City will pay Grantee under this Agreement \$3,316 in the SFY 2016 and \$3,063 in SFY 2017 with the total amount not to exceed \$6,3790.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as **Exhibit D**. Grantee's proposed budget is attached as **Exhibit E**. Invoices can be submitted on a monthly basis, but must be submitted quarterly. Quarterly due dates are as follows:

- September 15, 2016
- February 15, 2017
- June 15, 2017
- October 15, 2017

Payment for services will be sent within 45 days of receipt of invoice.

6. NOTICES. Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: City of Duluth
 Manager, Workforce Development
 402 W. 1st Street
 Duluth, MN 55802
 218-730-5241
 Attn: Paula Reed

GRANTEE: ISD 709 Adult Basic Education
 Attn: Patricia Fleege, Program Director
 215 N 1st Avenue East
 Duluth, MN 55802
 218-722-8985

7. GENERAL CONDITIONS.

A. General Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.

B. Civil Rights Assurances. Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

C. Independent Contractor. Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

D. Liability. Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

E. Indemnification. Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees

F. Workers' Compensation. The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

G. Insurance. Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein.

Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

8. ADMINISTRATIVE REQUIREMENTS.

A. Accounting Standards. The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

B. Records.

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs*. The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments**. The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

D. **Procurement**. The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

9. MISCELLANEOUS.

A. **Assignability**. The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

B. **Copyright**. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

C. **Relationship of the Parties**. It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or an constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

D. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

E. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

10. **ENTIRE AGREEMENT**. This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

ISD 709 ADULT BASIC EDUCATION

By _____
Mayor

By W. C. Hanson

Attest:

Its: CFO

City Clerk
Date Attested: _____

By: _____

Countersigned:

Its: _____

City Auditor

As to form:

City Attorney

ATTACHMENTS

Exhibit A: Project Specific Plan

Exhibit B: Award Letter

Exhibit C: Work Plan

Exhibit D: Budget Narrative

Exhibit E: Grantee's Budget

EXHIBIT A

**STATE OF MINNESOTA
PROJECT SPECIFIC PLAN
ORIGINAL CONTRACT**

Master Contract #: DULUTH2013M
 Term of Master Contract: 4/1/2013-3/31/2018
 Master Supplier Contract #: 71585
 Contract ID #: 6047900

GRANTOR / STATE	GRANTEE
MN Department of Employment and Economic Development Workforce Development Division 1 st National Bank Building 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	City of Duluth – WDA 4 Workforce Development Division 411 West 1 st Street Duluth, MN 55802
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
Name: John Vo Title: Adult Career Pathways Coordinator Telephone Number: (651) 259-7571 Email: John.Vo@state.mn.us	Name: Paula Reed Title: Manager, Workforce Development Telephone Number: 218-730-5241 Email: preed@duluthmn.gov

Required Attachments: Attachment 1: Work Plan
 Attachment 2: Budget
 Attachment 3: Terms and Conditions

SUBMITTED BY GRANTEE:

I certify that the information contained in the attached Work Plan and Budget, labeled attachment 1 and Attachment 2 respectively, is true and accurate to the best of my knowledge and that I submit this Project Specific Plan on behalf of the Grantee.

(Signature) *Paula Reed*

Date: *6/22/16*

Printed Name: Paula Reed
 Title: Manager, Workforce Development

APPROVED BY (GRANTOR / STATE)

I have reviewed and approved the attached Project Specific Plan which is referenced in and incorporated as an amendment to the Master Grant Contract indicated herein.

(Signature) *Richard Caligiuri*

Date: *6/23/16*

Printed Name: Richard Caligiuri
 Title: Interim Director, Workforce Development Division
 Agency: Minnesota Department of Employment and Economic Development

FOR DEED OFFICE USE ONLY

Program Name: Pathways to Prosperity SFY 2016

Contract Start Date:	<u>5/01/2016</u>	Original Contract Amount:	<u>\$36,213.00</u>
Contract End Date:	<u>12/31/2016</u>		
Match/Leverage Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	SWIFT Contract ID	SWIFT PO Number #	
	<u>110859</u>	<u>3-254998</u>	
Program Coordinator	NGA Number	SWIFT Vendor Number + Location	Procure-It #
John Vo	<u>16-4</u>	<u>0000197681-001</u>	<u>19233</u>

AFS Signature: *Michael Muff* Encumbrance Date: 06/22/2016

(Not Applicable at this time)

Notice of Grant Action (NGA)

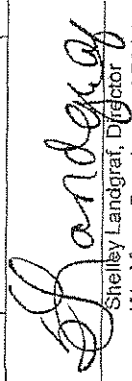
Minnesota Department of Employment and Economic Development
 Master Grant Agreement #DULUTH2013M
 SC #71585
 Effective Master Grant Agreement Date: June 20, 2013 - March 31, 2018
 Master Grant Agreement #DULUTH2016M
 SC #169704
 Effective Master Grant Agreement Date: July 20, 2016 - June 30, 2021
 DUNS #077627863

GRANTOR-STATE: MN Dept of Employment and Economic Development
 Workforce Development Division
 1st National Bank Building
 332 Minnesota Street, Suite E200
 Saint Paul, MN 55101-1351

GRANTEE:
 City of Duluth
 Workforce Development
 WDA #4
 402 West First Street
 Duluth, MN 55802-1102

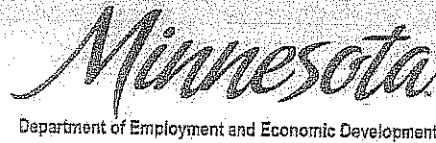
FUNDING SUMMARY

1 Title ID/Name	2 Performance Period	3 Grant ID #	4 Prior Level	5 Obligation with this Action	6 New Level	7 Total Award/Amount	8 CFDA #	9 CFDA Name	10 DEED USE	
									SWIFT P.O. #	SWIFT Contract ID
<u>FEDERAL</u>										
WIOA Youth	04/01/2016 - 03/31/2018	6043600	\$289,831.00	\$0.00	\$289,831.00	\$289,831.00	17-259	WIOA Youth	1	3-248384 108209
<u>OTHER</u>										
MN Youth Program	07/01/2016 - 06/30/2017	7046400	\$120,020.00	\$0.00	\$120,020.00	\$120,020.00	N/A	N/A	2	3-254205 110531
Youth Competitive Grants	07/01/2016 - 06/30/2017	7048801	\$80,000.00	\$0.00	\$80,000.00	\$80,000.00	N/A	N/A	2	3-254163 110431
HECAP	07/01/2016 - 06/30/2017	7046301	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	N/A	N/A	2	3-253733 110172
State Dislocated Worker Program (DWP)	07/01/2016 - 06/30/2018	6048500	\$146,442.00	\$0.00	\$146,442.00	\$146,442.00	N/A	N/A	3	3-256338 111364
Pathways to Prosperity (P2P)	05/01/2016 - 12/31/2016	6047900	\$0.00	\$36,213.00	\$36,213.00	\$36,213.00	NA	N/A	4	3-254998 110659
SFY 2016 - Round 2, Year 1			\$651,293.00	\$36,213.00	\$687,506.00	\$687,506.00				
TOTAL										

APPROVED BY:  DATE ISSUED: 7-26-2016
 Shelley Landgraf, Director
 Workforce Development Division, Fiscal Planning/Monitoring Activities

The approved Project Specific Plan, along with this NGA, and attached workplan is releasing funding under the DULUTH2013M and DULUTH2016M State/Federal Master Grant Agreement with DEED. See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.

For questions, contact Shelley Landgraf at 651-259-7580 or shelley.landgraf@state.mn.us



April 21, 2016

Ms. Paula Reed
Director
City of Duluth
411 W. 1st St.
Duluth, MN 55802

Dear Ms. Paula Reed,

Congratulations! I am writing to inform you that your agency's proposal Health Career Pathways Project has been selected for funding under the MN Pathways to Prosperity (P2P) SFY 2016 Request For Proposals.

Your total grant award is \$72,427. In order to meet diverse needs across the state, we are funding your proposal at a lower level than requested. This was done to better serve disparate communities and to reach across diverse industry sectors. We are very pleased that your proposal will help Minnesota better prepare workers for career pathway opportunities across the state.

DEED received 38 applications from across the state, requesting a total of \$6.6 million, \$4 million more than we had available, reflecting a significant demand for career pathway programs. All applications were reviewed by a diverse, multi-agency team representing the Career Pathway Model. Funding decisions were based on a fair and standard scoring system, reflective of the goals of the initiative. We were especially pleased to see the number of applications that included an emphasis on efforts demonstrating commitment to Pathways to Prosperity including:

- Programs aligned with the skill needs of targeted industries and occupations in demand
- Preparing an individual to be successful in obtaining a secondary and post-secondary education credential through clearly defined partnerships with educational institutions
- Programs targeting populations with barriers to employment, including individuals of color, experiencing housing insecurity, with a criminal record, lacking a high school diploma or equivalent, with disabilities, unemployed for 26 or more consecutive weeks, and possessing inadequate language or math skills
- Programs including contextualized remedial adult education, that include a commitment from an ABE provider
- Organizing education, training, and other services to meet the needs of an individual that accelerates education and career advancement, with clear roles for specified education and training providers
- Helping an individual advance within a specific occupation or occupational cluster, with specified employers committed to hiring individuals into jobs in that industry
- Strong and defined partnerships with key community-based organizations to align services to meet the needs of the people served
- Providing navigation wrap-around supportive services for program participants to break down barriers to employment and progress along a career pathways continuum

As part of an effort to continually improve our processes, your organization will receive a survey seeking your feedback around the competitive grant process. We also intend to provide training and capacity building



Department of Employment and Economic Development

opportunities for Pathways to Prosperity programming, we will keep you informed of these opportunities as they develop.

Staff from the Workforce Development Division Adult Career Pathways Unit will be in contact with you to begin the contracting process. Questions should be directed to Nola Speiser (Nola.Speiser@state.mn.us) and John Vo (John.Vo@state.mn.us).

Lastly, I'm excited to tell you that Governor Dayton has proposed \$4.1 million in additional funds for the Pathways to Prosperity program in his 2016 supplemental budget. As an organization dedicated to this work, I hope you'll join me in supporting the Governor's proposal. I'm certain the legislature would benefit by hearing from organizations like yours about how state resources help to provide services for people facing barriers to employment. Your thoughts and collaboration is very important and valued.

Congratulations once again on your successful application. Thank you for your commitment to Minnesota's workforce!

My best regards,

Katie Clark Sieben
Commissioner

EXHIBIT C

Date: May 12, 2016

City of Duluth UPDATED Form 2: Pathways to Prosperity Performance Outcomes Calculator

Fill in the yellow cells below with your best estimate of project participant outcomes. Only count those participants who will be served with the grant funds you're requesting. **Double-click on the cell to open the imbedded excel document, and then input your figures.** Based on the data you enter in the yellow cells, your outcomes will automatically populate in the gray chart below.

Program Participants	Entire Grant Period
A) How many individuals will you serve through this grant?	18
1) Of these, how many individuals will be unemployed at enrollment into this grant?	13
2) Of these, how many individuals will enter credentialed training through this grant?	13
3) Of these, how many individuals will increase their basic skills acquisition?	16
4) Of these, how many individuals will exit into employment?	14
B) How many individuals (from A2) will earn a credential?	11
C) How many individuals (from A1) will exit into employment?	11
D) How many individuals (from A4) will still be working 6 months after exit?	9
E) What is the average annual salary of exiters into employment?	\$27,040
F) The total amount of DEED funds requesting	\$72,427

View Projected Performance	
DEED Performance Metrics	Projected Performance
Entered Employment Rate (C/A1)	84.62%
Employment Retention (D/A4)	64.29%
Average 6-Month Earnings (E/2)	\$ 13,520.00
Credential Attainment (B/A)	61.11%
Credential Attainment Among Trainees (B/A2)	84.62%
Cost Per Participant (F/A)	\$ 4,023.72
Cost Per Placement (F/A4)	5173.357143
Cost Per Credential (F/B)	\$ 6,584.27

FORM 4: Participant Plan by Quarter
CITY OF DULUTH - UPDATED

Date: May 12, 2016

Quarters:	1	2	3	4	5	6
Qtr start/end:	5/1/16-9/30/16	10/1/16-12/31/16	1/1/17-3/31/17	4/1/17-6/30/17	7/1/17-9/30/17	10/1/17-12/31/17
Total Enrollments	6	13	18	18	18	18
Total Credential Obtained	0	0	0	0	9	12
Entered Employment	0	0	2	4	9	12
Exits to Employment	0	0	0	4	9	12
All other Exits	0	1	2	3	5	7
Total Exits	0	1	2	8	14	18

FORM 5: Partnership Chart

Date: January 19, 2016

The information contained in this chart should support the Work Plan as explained in the narrative. Only those organizations which have already committed resources, staff and time (or are prepared to do so) should be listed.

A Letter of Commitment MUST be included in the application from each person or organization listed below.

Type of Organization	Name and Address of Organization	Type of Commitment: (time, staff, resources, space, referrals, etc.)	Key Contact Person and Telephone Number	Letter Enclosed (Required)
Local Workforce Development Area	Duluth Workforce Development 402 W 1 st Street Duluth, MN 55802	Staff time to administer and coordinate grant activities, facilitate connectivity among partners, monitor progress, complete and submit reports Staff time to serve on the Integrated Resource Team Staff time to recruit, orientate, screen and enroll participants Staff time and resources to provide Pre-employment, 1:1 Career Navigation and Employment Placement and Retention services to participants as outlined in the narrative Staff time and resources to provide Employment Placement & Retention services to participants Staff time and resources to input and track client data and progress and ensure smooth delivery of services	Paula Reed Manager 218.730.5241	Yes

<p>CBO serving low-income and underserved populations</p>	<p>SOAR Career Solutions 205 W. 2nd Street, # 101 Duluth, MN 55807</p>	<p>Staff time to serve on the Integrated Resource Team</p> <p>Staff time to recruit, orientate, screen and enroll participants</p> <p>Staff time and resources to provide Pre-employment, 1:1 Career Navigation and Employment Placement and Retention services to participants as outlined in the narrative</p> <p>Staff time and resources to provide Employment Placement & Retention services to participants; and</p> <p>Staff time and resources to input and track client data and progress and ensure smooth delivery of services.</p>	<p>Emily Edison Executive Director 218.625.2412</p>	<p>Yes</p>
<p>Adult Basic Education – Public Schools</p>	<p>Adult Basic Education 215 N First Ave E Duluth, MN 55802</p>	<p>Staff time to monitor grant and establish recording structure and data</p> <p>Staff time to assess client pool</p> <p>Staff time to create and modify curriculum</p> <p>Staff time to deliver bridge curriculum and conduct post assessment</p> <p>Staff time to integrate with LSC instructors in delivery of curriculum, open lab support, etc.</p> <p>Staff time to support clients intending to continue to LSC by instructing in Accuplacer prep</p>	<p>Patty Fleege 218.336.8790 ext. 4102</p>	<p>Yes</p>

<p>CBO serving low-income and underserved populations</p>	<p>Community Action Duluth 2424 W 5th Street, #102 Duluth, MN 55806</p>	<p>Staff time to serve on the Integrated Resource Team</p> <p>Staff time to recruit, orientate, screen and enroll participants</p> <p>Staff time and resources to provide Pre-employment, 1:1 Career Navigation and Employment Placement and Retention services to participants as outlined in the narrative</p> <p>Staff time and resources to provide Employment Placement & Retention services to participants</p> <p>Staff time and resources to input and track client data and progress and ensure smooth delivery of services</p> <p>Staff time and resources to provide the coursework that makes up the 150 hour certificate training.</p> <p>Staff time to provide advising and financial options to participants who want to continue their education beyond the certificate program.</p>	<p>Angie Miller 218.726.1665</p>	<p>Yes</p>
<p>MNSCU – 2 year community and technical college</p>	<p>Lake Superior College</p>	<p>Staff time to serve on the Integrated Resource Team</p> <p>Staff time to advise participants on available careers in the field of healthcare, with emphasis on those entry points that are supported by the training</p> <p>Staff time to educate participants about the expectations employers have of employees in the field of healthcare</p> <p>Staff time to refer unqualified, eligible Essentia applicants to access training through the Healthcare Careers Healthcare Project.</p> <p>Staff time to conduct Workplace Tours</p>	<p>Rody Bowers 218.733.2002</p>	<p>Yes</p>
<p>Employer</p>	<p>Essentia Health</p>	<p>Staff time to serve on the Integrated Resource Team</p> <p>Staff time to educate participants about the expectations employers have of employees in the field of healthcare</p> <p>Staff time to refer unqualified, eligible Essentia applicants to access training through the Healthcare Careers Healthcare Project.</p> <p>Staff time to conduct Workplace Tours</p>	<p>Meghann Whiting 218.786.2188</p>	<p>Yes</p>

Attachment I
workplan

Executive Summary

Project Title and Geographic Area: *Healthcare Careers Pathway Project*; Duluth, MN and surrounding area

Overview: This application proposes to utilize \$96,000 of Pathways to Prosperity funding in addition to other leveraged funding sources to support 24 individuals interested in job skills training to enter into employment in the healthcare field and/or access additional education.

In June 2015, Duluth's Workforce Development Board formed a Career Pathways Committee which, based on data provided by DEED's labor market analyst, chose to focus on occupations in Healthcare. Representatives from multiple healthcare organizations have been engaged and continue to be involved in pathway development, recognizing that preparing individuals for entry-level positions will not only meet needs identified by employers, it will open the door to numerous opportunities for growth, development and wage gain. According to Essentia Health and St. Luke's, Duluth's two largest healthcare employers, local organizations are committed to promoting from within. Once hired into an organization there are multiple opportunities to advance. Individuals will qualify for some opportunities based on their experience and others will require additional education, where company tuition reimbursement dollars can be used.

In consultation with Essentia Health and St. Luke's, Lake Superior College has developed a 150-hour certificate program for entry-level health services occupations. With the *Health Services Certificate*, participants will be qualified to enter into the healthcare field as Patient Access Representatives, Pre-Registration Representatives, Patient Services Assistants, Patient Account Representatives, or Registration Services Representatives, all with starting wages of \$13+/hour.

Target Population: 100% of the individuals involved in this project will be low-income individuals and/or individuals returning to work after receiving public assistance. This includes people with criminal records, disabilities, and underrepresented populations of people of African American and American Indian ethnicities.

Partnerships: The *Healthcare Careers Pathway* project is a collaborative application submitted by the City of Duluth (WSA 4) Workforce Development in partnership with Community Action Duluth, SOAR Career Solutions, Lake Superior College, Adult Basic Education, MN Workforce Center – Duluth (DEED Job Services, Business Services), and employers – St. Luke's and Essentia Health. Project partners will provide career navigation, bridge programming, enhanced academic instruction and employment placement and retention support services to participants. In addition, the Integrated Resource Team model will be utilized to reduce clients' barriers to success and ensure the efficient use of limited resources.

Projected Client Outcomes: Entering Employment 83.33%; employment retention 60%; credential attainment among trainees 83.33%, and average salary of exiters into employment \$27,040. *(Calculation based on wage of \$13/hour for full-time employee)*

Effective Project Design

Need Statement, Labor Market, In-Demand Occupations: Job openings in the NE Minnesota planning region are projected to grow 3.8 percent from 2012 to 2022 (a gain of 5,963 new jobs) and more than 45,000 replacement hires will be needed to fill positions left vacant by retirements and other career changes. Of these, new and replacement jobs in Healthcare and Social Assistance - projected to be the largest and fastest growing industry – will likely account for over 80 percent of total projected growth. Healthcare Practitioners, Healthcare Support, and Personal Care and Service are all projected to grow more than an additional 1,000 jobs each.

The City of Duluth (Local Workforce Development Area 4) stands out in the state for its high concentration of employment in health care. With 17,675 jobs at 339 firms, health care and social assistance is the largest employing industry in the City of Duluth, accounting for 29.6% of total jobs in the city.

Additionally, DEED's 2005-2015 Local Area Unemployment Statistics (LAUS)¹ show the City of Duluth has lower labor force participation rates than the state for all age cohorts and one of the largest unemployment rate disparities for minorities when compared to Whites. Data from the US Census Bureau, ACS 2010-2014² shows the unemployment rate for Black or African Americans in the city was 34.8 percent, 21.5 percent for American Indians, and 26.8 percent for people of Two or More Races. Meanwhile, the unemployment rate for Whites was just 7.4

¹U.S. Bureau of Labor Statistics (2015, December). Local Area Unemployment Statistics (LAUS).

²U.S. Census Bureau, American Community Survey 2010-2014

percent. In sum, unemployment rates were highest for young people, minorities, workers with disabilities, and people with lower educational attainment.

To support healthcare industries' workforce needs and address employment disparities in Duluth and NE MN, City of Duluth Workforce Development (DWD), SOAR Career Solutions (SOAR), Community Action Duluth (CAD), Lake Superior College (LSC), Adult Basic Education (ABE), MN Workforce Center Duluth (WFC) – Job Services, Business Services, and employers – St. Luke's and Essentia Health – are partnering to support implementation of the *Healthcare Careers Pathway Project*. This project will prepare individuals with the skills needed to enter into employment in the healthcare field and/or access additional education.

Target Population: This project will target 24 low-income individuals and/or individuals returning to work after receiving public assistance to obtain training and employment and/or additional education to enter into the healthcare field. This includes people with criminal records, disabilities, and underrepresented populations of people of African American and American Indian ethnicities.

Cost Per Participant: The average cost per participant is estimated to be \$4,000 with \$96,000 covered by grant funds and \$63,454 leveraged through WIOA and other funding sources.

Recruitment Plan/Outreach: Partners will promote this opportunity to individuals accessing services at each agency location, including a broad base of clients on public assistance (MFIP)

who receive services from DWD and CAD. Additionally, CAD enrolls individuals into SNAP as part of MNSURE enrollment and will inform them of this opportunity as well.

Outreach dollars to support a targeted campaign including dissemination of handbills, strategically placed bus ads, enhanced social media, and placement of posters at locations across the community are also being requested. Additionally, because the City of Duluth has *lower labor force participation rates than the state for all age cohorts and one of the largest unemployment rate disparities for minorities when compared to Whites*, partners seek funding to support a part-time position to be filled by a person of color to conduct direct outreach and recruitment to low income, African American, and American Indian communities.

Information sessions will be conducted at the following partner locations: SOAR, Community Action Duluth, Duluth Workforce Center, ABE office and Lake Superior College. To encourage attendance and reduce barriers, supportive services include funds to provide a light meal and childcare at each session. While most participants will be recruited through these efforts, referrals are also anticipated from community-based organizations that work closely with the target populations. Employer partners, Essentia Health and St. Luke's, have also agreed to refer eligible under-qualified job applicants to agency partners for this training opportunity.

Enrollment and Orientation: To prepare participants for success in the program, barriers and obstacles to success will be identified and addressed by the participant with the help of a career navigator. Each agency has dedicated staff to serve in this capacity and all will utilize a common

intake form at time of enrollment to inform whether or not an individual is a good match for the program. Information collected will also ensure the needs of each individual are met, seamless referrals are made and the individual's ability to succeed is maximized. The form incorporates the collection of basic information such as education and work history, with a short series of questions to assess individual interests and basic skills competencies.

Once enrolled, partners will deliver unique programming to prepare their clients for successful participation in classroom training and employment. Case Managers within each agency will provide 1:1 support to create personalized career and educational action plans, build soft skills and job search skills, develop resumes and applications, and provide job search and retention services. Staff will make appropriate referrals to help participants address barriers to employment such as connections to housing, peer support groups, mental health and chemical dependency services, unresolved legal issues, and other barriers. In addition, a licensed ABE instructor will be available to implement the TABE test and provide brush-up assistance.

Participants will build on their career readiness skills through workshops provided by agency partners. For example, **SOAR** will deliver *Career Quest*, a 12 hour pre-employment class that cultivates self-leadership, identifies career profiles and unrealized potential, as well as behaviors and communication skills that facilitate career and personal goals and *Mind Over Matters*, a 12 hour cognitive change workshop that gives participants the knowledge, skills and strategies to identify areas where they have potential for growth, overcome the barriers

that keep them from reaching their potential, and establish a new and satisfying vision of their future. **Community Action Duluth** will facilitate its new *Connect Forward Workshop*, a program that incorporates foundational elements of their existing Financial Opportunity Center with individualized intake and assessment, consultation with a job coach, and development and support of the individual's education, training and employment plan.

Duluth Workforce Development will connect participants to the full range of classes and workshops including but not limited to: *Creative Job Search*: a comprehensive day-long class to equip attendees with tools and strategies to seek out and find employment in jobs that are a fit for their skills and interests; *Using Computers in Job Search*: a weekly skill building class which offers attendees the ability to update skills and learn new topics such as: Microsoft Word, LinkedIn, Cloud Computing, Formatting Resumes and Free and Legal Software Options; and *New Leaf*: a workshop for job seekers with a criminal background that covers issues such as avoiding self-sabotage, answering offense related questions and learning the tools to write an effective resume. *Other classes include: Creating Resumes that Work, Interviewing Techniques and Skills, How to Start a Business, Beginning Computer and a weekly Job Club.* All workshops and training will be offered to participants no matter which agency they are working with.

Essentia Health and St. Luke's have committed to meeting with participants prior to ABE bridging to ensure they have a foundational understanding of each organizations' application process, available jobs, organizational culture, and what jobs along the pathway entail. This will increase participants understanding of specific tasks and responsibilities associated with various

positions. Workplace tours are also being planned to expose participants to the healthcare setting.

Lake Superior College and agency partners will also host orientation at the college prior to the start of classroom training where participants will have an opportunity meet the instructor and interact with other program participants. They will also receive student I.D.s and course schedules, be informed about attendance expectations, and receive information about public transportation and other course-specific details.

Finally, to promote connectivity and a centralized focus on program participants, the *Healthcare Careers Pathway Project* will utilize an Integrated Resource Team (IRT) model to prepare and support all individuals in the program. Navigators from each agency will coordinate bi-weekly meetings between partners and other local providers to assess participant needs and determine how resources can be blended or leveraged to remove barriers and meet a participant's employment needs. The IRT model will leverage supports and funding to address identified barriers to employment including, but not limited to, unmet childcare needs, access to reliable transportation, unstable housing, disability and unaddressed physical and mental health issues. Additionally, individuals may be co-enrolled in the *Healthcare Careers Pathway Project*, as well as WIOA Adult, Dislocated Worker or Vocational Rehabilitation programs which could provide on-the-job training or additional training dollars to support those who wish to continue beyond the Patient Services Certificate training. The IRT approach will help partners provide the target population with a variety of supportive services as well as one-on-one

support in developing problem-solving skills, goal setting skills, and self-advocacy needed to complete training successfully.

Structure and Participant Retention Strategy

Participant Retention Strategy: The *Healthcare Careers Pathway Project* will adopt retention strategies as modeled from the Promising Practices Abstracts – Placement and Retention³ report which documents key best practices utilized by grantees of the American Recovery and Reinvestment Act High Growth and Emerging Industries grant programs. These strategies include the following: 1) Adult Basic Education and Lake Superior College will provide contextualized learning opportunities that provide hands on experience. By implementing adult learning techniques such as this, students will remain engaged and feel successful with ABE support in the classroom, increasing the number of graduates. 2) The IRT will ensure a presence of employment and other service providers along the service continuum. Maintaining connections at every point of the continuum will ensure effective connections to placement resources and continued career planning. 3) Workforce and education partners have responded to market needs and developed training for jobs that will be available in the future, specifically within Healthcare & Social Assistance, an industry projected to account for more than 80 percent of total projected growth in the region from 2012 to 2022. 4) Well connected staff work with participants and employers to prepare participants and match them with jobs. Strong business relationships ensure participants will be provided with knowledge of job openings and networking opportunities. 5) Case management and other support services allow participants to address needs in their lives and stay focused on their career development.

³Promising Practices Abstracts, Placement and Retention, September 2011, by the Governor's Association Center for Best Practices, Corporate for a Skilled Workforce, and Collaborative Economics. Retrieved December 2015, from http://www.wtb.wa.gov/Documents/CompendiumofPromisingPracticesAbstracts_Sept2011.pdf

Career Pathway Structure: In consultation with local healthcare employers, Lake Superior College developed a 150-hour program for entry-level patient services occupations which includes the following components: Medical Office Terminology, Medical Office Procedures, Health Insurance and Billing, Microsoft Office and Keyboarding, Personal and Professional Skills, and Telephone, Call Systems and Phone Etiquette. As indicated by our employer partners, this training will ensure participants are qualified and prepared to enter into the healthcare field as Patient Services Assistants, Patient Access Representatives, Pre-Registration Representatives, Patient Account Representatives, or Registration Services Representatives, all which start at \$13+/hour. From these entry-level positions, employer partners indicate that with experience and time on the job, in-house training or further education (supported by tuition assistance), employees can advance to higher paying positions within their organizations. Credit for Prior Learning credits could also be granted for the 150 hour training so participants could continue in a credit-based program to get a diploma or associates degree. The chart on Page 15 outlines the Pathway supported in this proposal

To support the Career Pathway Structure, the following elements are integrated into the program delivery model:

Career Navigation: Participants in the program will receive career navigation services from SOAR, DWD and CAD. In addition to working with the IRT and creating individual employment plans for each client, partners will provide navigation services that include data management into Workforce One (reports to be centralized through Duluth Workforce Development),

enrollment of participants, teaching job search skills, 1:1 coaching, providing career interest and other assessments, long-term career planning, case management, program management, client advocacy and work readiness training for all participants. In order to make Adult Basic Education assessments easily accessible to participants, each agency partner has an ABE instructor available on-site. Business partners will provide staff time to inform students about available careers, training required for specific positions, job-specific expectations, and industry soft skills to be successful on the job. Additionally, the Duluth Workforce Center Business Services will supply participants and partner agencies with up-to-date job openings and other employment information from industry employers. Participants will also have access to workshops provided by the Duluth Workforce Center such as Making Minnesotaworks.net Work for You, and Creative Job Search.

Bridge Programming: Duluth Adult Basic Education will provide field specific and essential basic skill development in reading, writing, math, study skills, and computer skills in a "just in time" contextualized stand-alone bridge course focused on preparing students to succeed in the 150 hour certification. The bridge skills development will occur as a stand-alone three week cohort designed to meet each student's needs in reading development, math development, study skill improvement, and computer skill development. The benchmark desired, but not limited, to achieving through the bridge component is 8th grade basic reading and math. All materials utilized to support this bridge component will be carefully selected as contextualized development and curriculum support for the upcoming coursework. Study skills for current and future academic success will be covered throughout the three week intensive bridge

component. Beyond the three week bridge of basic academic skill development, all participants will have the opportunity to develop computer literacy skills necessary for the workforce as well as successful transition to college. The opportunity to assess and become certified in industry recognized and selected North Star Digital Literacy modules will be available.

Enhanced Academic Instruction and Credential Coursework: The 150 hour Patient Services

Certificate includes the following training components:

Medical Office Terminology as it relates to medical transcription

- *Provides students with a working knowledge of basic medical office terminology.*

Medical Office Procedures including billing and data input

- *Provides students with a basic understanding of traditional and computer-related medical office procedures, including billing and data input*

Health Insurance, including types of insurance plans, coding and legal issues

- *Introduces students to definitions and terms related to insurance, procedural terminology, coding and claims processing*

Microsoft Office and Keyboarding, with emphasis on spreadsheets and databases

- *Helps students improve typing skills and gain the necessary expertise to competently use Microsoft applications*

Personal and Professional Development, including communication and interpersonal skills

- *Teaches students vital planning, organization and communication skills that prepare them to make the most of their desired career path*

Telephones, Call Systems and Phone Etiquette

- *Teaches students about basic phone etiquette and the speaking and listening skills necessary to provide quality customer service.*

ABE will provide integrated instruction of the healthcare college curriculum through a co-teaching and study lab framework. ABE will be actively engaged with the college instructor in planning and providing both instruction and support to instruction through the 150 hour certificate program. ABE will utilize "whole" cohort instruction and support, small group instruction and practice, as well as individual academic support to address the unique needs of all students. Study skills will be reviewed, industry specific course vocabulary will be highlighted, reading skills including predicting, chapter previewing, visual analysis (charts, graphs, and pictures), and reading comprehension will be supported. Industry and course specific writing will be instructed and supported. Industry and course specific math skills will be taught and supported as well. Because math skills often need repetition, the opportunity to review basic math skills presented during the bridge and needed for new math skill acquisition will be available.

College Bridging: For students within the cohort who are interested in continuing along the healthcare career pathway upon completion of the certificate program, ABE will provide Accuplacer test preparation and Desire 2 Learn (D2L) instruction. D2L is MnSCU's e-College software for online learning and in-class or on the ground learning. Students who want to continue going to school at LSC to receive a diploma or associates degree can apply for both state and federal grants and loans. LSC Advisors and Financial Aid personnel would help these students figure out if they qualify and what would be their options for financial support when

they are going to school. Educational scholarships are also available through the LSC Foundation.

Employment Placement and Retention: Once participants complete the 150 hour training, they will receive post program support to ensure follow-through of their individual employment and career plans. Post program supports include opportunities for on-the-job training provided by Duluth Workforce Development, and post-secondary enrollment support provided by Lake Superior College. Career Navigators at SOAR, CAD and DWD will provide employment retention services including job counseling, coaching on topics such as probationary or annual reviews, negotiating salary, communication differences, stress management, career planning, defining success within the position, resume updates, further training opportunities, addressing weaknesses that may become barriers to success, identifying strengths that may become a foundation for success. Additionally, participants will have access to job search resources at the Duluth Workforce Center.

Organizational Capacity and Relevant Experience

Duluth Workforce Development has decades of experience and expertise implementing evidence-based programming for people with multiple barriers to employment. Each year, DWD manages over \$3.4 million in state and federal funding to provide employment and training services to more than 1,100 individuals. Services are delivered to individuals on public assistance and those enrolled in WIOA Youth, Adult and Dislocated Worker programs, and the

Senior Community Service Employment Program. Additionally, Duluth Workforce Development has a consistent track record of exceeding performance goals in all programs.

In addition to the roles and responsibilities of all partners as outlined in FORM 5: Partnership Chart, key grant staff responsibilities are as follows. *DWD Manager* is responsible for the day-to-day management of all City of Duluth workforce programs and talent recruitment and services, including personnel management, program administration and budget. The Manager provides strategic direction and oversight of operations and works to foster and maintain partnerships with businesses and community representatives. *DWD Operations Manager* and *City Financial Department* provide financial management, maintain fiscal integrity and maintain oversight of the data collection processes. *DWD Job Developer* (staff for WIOA Adult Program) will serve as lead staff for the project and will be responsible for coordinating partnership meetings, program development, reporting, and project management. *DWD Job Counselors* (all programs) will provide career navigation and employment placement services including recruiting clients and helping them become successful through the Healthcare Careers Pathway process. They will work with clients to identify a career plan; provide case management and follow-up support; workshop facilitation; data collection and serve as an advocate on client's behalf.

Partnerships and Project Sustainability

The *Healthcare Careers Pathway Project* involves all key partners including Adult Basic Education, Lake Superior College, Employers and Workforce Development Partners. For many

years, LSC, ABE, DWD, SOAR and the MN Workforce Center - Duluth have partnered and successfully supported clients to obtain industry recognized credentials and employment in the transportation, healthcare and construction fields. These long standing relationships will be utilized to strengthen our existing systems, guarantee efficient and effective use of resources to ensure client success and sustain the *Healthcare Careers Pathway Project*. This project will also allow for our new partners, Community Action Duluth, Essentia Health and St. Luke's to collectively reduce client barriers and increase the likelihood clients obtain employment and/or access additional education opportunities. Eligible clients will be co-enrolled with other employment and training programs in order to leverage limited support and training dollars.

Assessment and Evaluation

Duluth Workforce Development has extensive experience managing grants, collecting and inputting client and outcomes data into Workforce One (WF1), reporting outcomes and evaluating grants of all sizes. Agency Partners will input data into WF1 and submit monthly reports to DWD for centralized tracking and reporting purposes. Staff will document client demographics, use of participant supports, credentials obtained, types of employment related activities completed, employment and salary obtained, gains in hourly wage and number of hours worked, public benefits at program enrollment and exit and return on investment. Staff and partners will analyze program data on a quarterly basis and make adjustments to programming as needed.

Healthcare Careers Pathway Project

Patient Services

Attachment 1 workplan

Work Plan Illustration

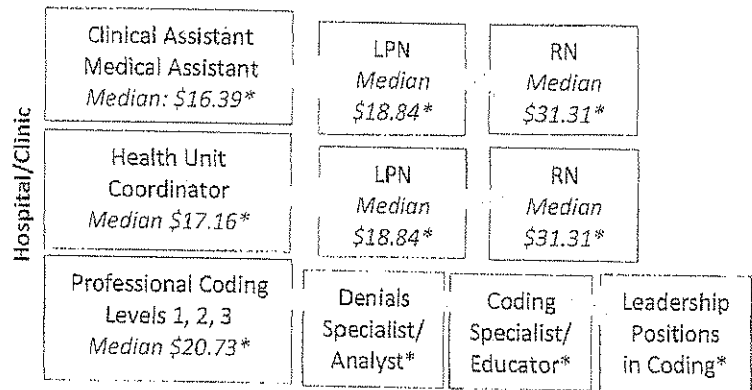
Intake (SOAR, DWD, CAD)	Information Sessions (SOAR, DWD, CAD, ABE, LSC, Essentia, St. Luke's)	Bridge Programming & Employability Skill Acquisition (SOAR, DWD, CAD, ABE, Essentia, St. Luke's)	Integrated Instruction (LSC & ABE)
<ul style="list-style-type: none"> ✓ Recruitment ✓ Orientation ✓ Enrollment ✓ Employability ✓ Measure/Common Intake 	<ul style="list-style-type: none"> ✓ Patient Services 101 "Where & What the Jobs Are" ✓ Healthcare Careers Pathway Project Overview 	<ul style="list-style-type: none"> ✓ Test for Adult Basic Education (TABE) and Brush-up ✓ Assessment ✓ Career Exploration ✓ Computer Basics Instruction ✓ Workplace Tours 	Patient Services Certificate 150 hours <i>Industry Recognized & Provisionally WIOA Certified by Duluth Workforce Development Board</i>

Pathway Illustration

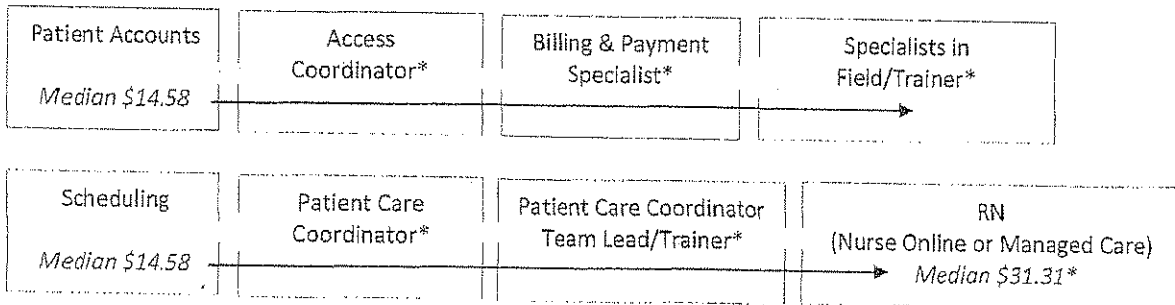
Patient Services Certificate

Patient Services Assistant
 Patient Access Representative
 Pre-Registration Representative
 Patient Account Representative
 Registration Services Representative

*Median Wage = \$14.70**
 Above positions all start at \$13.00+



Business Services



*SOURCE: DEED Occupational Employment Statistics, NE MN

*Not all positions tied to SOC code but local employers indicate wages increase with pathway progression

MN Pathways to Prosperity (P2P) SFY 2016 CITY OF DULUTH

ATTACHMENT 2 Budget – Year 1 (Revised & Resubmitted 8.12.16)

Please complete this quarterly budget table by filling in your plan for DEED requested funds only, in cumulative fashion.

Cost Category	Quarter 1 5/1/16 – 9/30/16 (Q1 = Q1)	Quarter 2 10/1/16 – 12/31/16 (Q2 = Q1 + Q2)	Quarter 3 1/1/17 – 3/31/17 (Q3 = Q1 + Q2 + Q3)
Administration Costs (833) (Cannot exceed 10% of the total amount requested)	\$1,790	\$3,540	\$3,540
Direct Customer Training Costs (838) (Should be at least 50% of the total amount requested)	\$4,973	\$10,562	\$20,062
Service-Related Costs (859) (Cannot exceed 40% of the total amount requested)	\$2,367	\$5,977	\$5,977
Support Services Costs (828) (Cannot exceed 15% of the total amount requested)	\$599	\$2,200	\$2,200
Outreach & Marketing Funding	\$2,217	\$4,434	\$4,434
Total	\$11,946	\$26,713	\$36,213

EXHIBIT D

MN Pathways to Prosperity (P2P) SFY 2017

ATTACHMENT 2 Budget – Year 2

Please complete this quarterly budget table by filling in your plan for DEED requested funds only, in cumulative fashion.

CITY OF DULUTH

Cost Category	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Quarter start/end:	1/1/17 – 3/31/17 (Q1 = Q1)	4/1/17-6/30/17 (Q2 = Q1 + Q2)	7/1/17-9/30/17 (Q3 = Q1 + Q2 + Q3)	10/1/17-12/31/17 (Q4 = Q1 + Q2 + Q3 + Q4)
Administration Costs (833) (Cannot exceed 10% of the total amount requested)	\$1,200	\$2,239	\$3,039	\$3,736
Direct Customer Training Costs (838) (Should be at least 50% of the total amount requested)	\$12,927	\$16,355	\$19,805	\$19,805
Service-Related Costs (859) (Cannot exceed 40% of the total amount requested)	\$2,695	\$5,390	\$8,059	\$8,059
Support Services Costs (828) (Cannot exceed 15% of the total amount requested)	\$1,493	\$2,986	\$4,476	\$4,614
Outreach Funding	\$0	\$0	\$0	\$0
Total	\$18,315	\$26,970	\$35,379	\$36,214

YEAR ONE

Cost Category	5/1/16-9/30/16	10/1/16-12/31/16	1/1/17-3/31/17	
	Quarter 1	Quarter 2	Carry In	ABE Total
Subgrant Administration	\$0	\$0		\$0
Direct Customer Training	\$1,658	\$1,658		\$3,316
Service Related	\$0	\$0		\$0
Support Services	\$0	\$0		\$0
Outreach Funding	\$0	\$0		\$0
Total	\$1,658	\$1,658		\$3,316

YEAR TWO

Cost Category		1/1/17-3/31/17	4/1/17-6/30/17	7/1/17-9/30/17	10/1/17-12/31/17	
	Carry In	Quarter 1	Quarter 2	Quarter 3	Quarter 4	ABE Total
Sub-grant Admin		\$0	\$0	\$0	\$0	\$0
Direct Customer Training		\$1,021	\$1,021	\$1,021	\$0	\$3,063
Service Related		\$0	\$0	\$0	\$0	\$0
Support Services		\$0	\$0	\$0	\$0	\$0
Outreach Funding		\$0	\$0	\$0	\$0	\$0
Total		\$ 1,021	\$ 1,021	\$ 1,021	\$ -	\$3,063

TOTAL P2P Grant ISD 709 ABE

Cost Category	YEAR ONE	YEAR TWO	TOTAL
Sub-grant Admin	\$0	\$0	0
Direct Customer Training	\$3,316	\$3,063	\$6,379
Service Related	\$0	\$0	0
Support Services	\$0	\$0	0
Outreach Funding	\$0	\$0	\$0
Total	\$3,316	\$3,063	\$6,379



Saint Louis County

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Public Health and Human Service Department – www.stlouiscountymn.gov

Linnea Mirsch
Interim Director

August 9, 2016

Patricia Fleege, Manager
Duluth Adult Basic Education
215 N. First Avenue East
Duluth, MN 55802

Dear Patricia:

Enclosed is a Purchase of Service Agreement (Contract #15884) between the St. Louis County Board of Commissioners and Duluth Adult Basic Education for MFIP Innovation Fund "Young Parent Education Project" services.

Please obtain your agency's designated signatures and return the Agreement to:

St. Louis County Public Health and Human Services
Contract Services – Room 401
320 West Second Street
Duluth, MN 55802

We will complete contract execution and return a copy to you for your records.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Abby Schaefer
Contract Service Representative
725-5015
schaefera@stlouiscountymn.gov

Enc.

CONTRACT NO. 15884

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is made and entered into between the **ST. LOUIS COUNTY BOARD OF COMMISSIONERS**, 320 West Second Street, Duluth, Minnesota 55802 , through its local social services agency, hereinafter referred to as "County," and **DULUTH ADULT BASIC EDUCATION (ABE)**, 215 N First Ave E, Duluth, Minnesota 55802, hereinafter referred to as "Provider", for the purpose of providing **MFIP INNOVATION FUND** education support services for the MFIP Parents in Education Project, for the period of January 1, 2016 to December 31, 2016.

WITNESSETH:

WHEREAS, The St. Louis County Public Health and Human Services Department (PHHS) was notified that the Minnesota Department of Human Services (DHS) would be making Innovation Funds available each year for up to five years for efforts to improve attainment of parents on Minnesota Family Investment Program (MFIP). These funds are intended to support projects that support completion of high school, provide intensive GED services and help parents make a rapid transition to post-secondary education and training ; and

WHEREAS, DHS has reallocated \$43,251 for the period January 1, 2016 through December 31, 2016 for St. Louis County and regional partners.

WHEREAS, DHS encouraged Counties and Tribes/Nations to pool funds to provide a more robust array of services. SLC would continue to partner with four other counties in Region 3 (Carlton, Aitkin, Itasca and Koochiching) to provide services through agencies that provide Adult Basic Education programs. St. Louis County would continue to serve as fiscal agent of the regional funds, equaling \$43,251 for the 12 month period January 1, 2016 –December 31, 2016. Contract providers would be Arrowhead Economic Opportunity Agency (AEOA), Community Action Duluth (CAD), and Duluth Adult Basic Education (ABE). Approximately \$21,040 would be available to the Duluth area and \$19,718 to northern St. Louis and its county partners; and

WHEREAS, the Provider represents they are qualified to provide furnish these services and the County wishes to purchase such services from the Provider.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, the County and Provider agree as follows:

I. **TERM OF THE AGREEMENT**

This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. Cost for covered services is as follows:
1. The contract maximum for all three Providers taken together, of which this Provider is one, is \$43,251 or actual allowable expenditures, whichever is less. Expenditures incurred by this Provider in rendering Services for the full Agreement term shall be \$ 11,040 in accordance with Provider's line item budget, attached hereto and incorporated herein by reference as Exhibit B. Provider has budgeted \$ 11,040 for calendar year (CY) 2016. County, in its sole discretion, may increase or decrease these budget allocations during the course of the Agreement period.
- B. Provider may bill and retain payments received from clients and/or their insurance companies for services provided under terms of this agreement. However, payments under this Agreement may only be made for amounts not paid by insurance or any other funding source.
- C. Services are provided at **DULUTH ADULT BASIC EDUCATION (ABE)**, 215 N First Ave E, Duluth, Minnesota 55802 and other locations in St. Louis County.

III. USE OF FUNDS

- A. Funds are intended to support projects that provide parents on MFIP with:
1. Intensive services and supports to obtain a high school diploma or GED certificate;
 2. Activities embedded in the diploma/GED project services that prepare youth to meet post-secondary college entrance requirements; and
 3. Supports to help participants make a rapid transition from high school or GED completion to post-secondary training, including assistance with applications for acceptance and financial aid.
- B. Funds may be used for direct program, administrative, client education and transportation costs. There is a 7.5% limit on administrative costs for Counties and a 15% limit for Tribes/Nations. Client education costs may include instructional materials and supplies, incentives, instructors, tutors and testing costs.
- C. Funds cannot be used to cover the cost of widely available services, such as ABE classes, unless some change is made to the service that requires additional funding (ex: bringing ABE instruction on-site when this would not be available without the funds).

IV. SERVICES TO BE PROVIDED

- A. Provider will furnish the following education support services (hereinafter referred to as "Purchased Services"):
1. Instructional materials and supplies
 2. On-site ABE/GED instructors
 3. Testing costs

4. Specialized Tutoring
 5. Transportation and other support services necessary to attend classes
- D. Purchased services shall be provided by:
- DULUTH ADULT BASIC EDUCATION (ABE)
215 N First Ave E
Duluth, Minnesota 55802
- E. Purchased services shall be performed by staff that is professionally qualified in accordance with Provider's job descriptions and listings of professional qualifications.
- F. Provider shall keep current and on file, client records which identify individual progress on the "Client-Focused Outcomes" and client costs attributable to client service utilization, as outlined in the program overview, Exhibit A.
- G. Provider shall track participants and in the project and recruitment efforts on Exhibits D and E, entitled "ENROLLEE TRACKING SHEET" and "RECRUITMENT EFFORTS" attached hereto and incorporated herein by reference in this Agreement. These forms will need to be submitted to the County by January 15, 2017 for the 2016 billing term.

V. ELIGIBILITY FOR SERVICES

Eligibility for purchased services shall be determined by the following criteria:

- A. The participant has the responsibility of requesting and obtaining eligibility determination criteria from the St. Louis County Public Health and Human Services Department (PHHS) before utilizing services. Once the participant has completed the MFIP application procedure, PHHS shall determine MFIP eligibility in accordance with applicable Federal and State law. PHHS shall decide the eligibility of a participant within thirty (30) days of application for eligibility determination. The participant shall be notified of his/her eligibility status and shall be referred to the Provider within the said thirty (30) day time period. The Provider shall confirm that a participant is eligible for MFIP and is, thus, eligible to receive service prior to providing service. MFIP registrants are defined as persons who have applied for MFIP services and payments and who are determined by Board to be eligible for those services and payments. County shall not be responsible for services provided to clients prior to eligibility determination.
- B. Any change in eligibility shall initiate a notice by either County or Provider within thirty (30) days to the other party. The participant shall remain eligible for Provider's services for six (6) months after termination from MFIP.

VI. PAYMENT FOR SERVICES

- A. Provider shall invoice the County no more often than monthly for expenditures detailing the use of funds. Expenditures must be reported quarterly on a separate form, Exhibit C, entitled "DHS-2902/ MFIP Parents in Education" attached hereto and incorporated herein by reference in this Agreement. Exhibit C reporting must be completed by January 15, 2017 for the 2016 billing term.
- B. The County agrees to pay invoices within thirty (30) days of receipt and approval.

- C. County's obligation to reimburse Provider for costs incurred in providing purchased services is made subject to audit by County or its designee. Said audit shall be the final determination of reimbursable costs.
- D. Provider shall promptly reimburse to County any payments received in excess of required payments hereunder.
- E. County shall not be obligated to reimburse, nor shall Provider claim, for any services furnished or costs incurred by Provider which are not specifically provided for hereunder nor requested by County in writing during the term of this Agreement.
- F. Provider acknowledges and agrees that the Minnesota Department of Human Services (DHS) shall be the third party beneficiary and, as such, is an affected party under this contract and, as such, may recoup payments made by County to Provider in the event of breach of this contract if County does not recoup the payments.
- G. The County will pay Provider [up to] \$11,040 for services provided pursuant to this Agreement.
- H. Administrative costs will not be reimbursed.
- I. All Innovation Funds must be expended by December 31, 2016. Unspent funds do not carry forward into the next calendar year.

VII. AUDIT, REPORTS, RECORDS, DISCLOSURES AND MONITORING PROCEDURES

- A. The Provider shall keep complete books and records according to generally accepted accounting principles which shall fully document receipt and expenditures of the purchased services.
- B. Provider shall keep such books and records as are required by the County to fulfill the County's reporting responsibilities to the State of Minnesota and the United States Government and shall submit statistical and social reports to the County upon request.
- C. The Provider agrees that within 120 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm. After completion of the audit, a copy of the audit report must be kept on file and submitted to the County upon request.
- D. The Provider shall retain books and records as required by Paragraph VI. (A) above for a period of six (6) years from the final date of the term of this Agreement and Provider shall make said books and records available for inspection or audit by County or County's duly authorized designee at reasonable hours. Said books and records shall be maintained at **DULUTH ADULT BASIC EDUCATION (ABE)**, 215 N First Ave E, Duluth, Minnesota 55802.
- E. The Provider shall allow personnel of the County, the Minnesota State Auditor, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, to access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the Provider which are relevant to the contract, pursuant to Minn. Stat. sec. 16C.05, subd. 5.

- F. County or its duly authorized designee may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by Provider pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the purchased services provided pursuant to this Agreement. Provider agrees to cooperate with County in the conduct of any such survey or evaluation.

VIII. DATA PRIVACY

- A. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the Provider's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
- B. **Data Practices:** To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.
- C. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.
- D. The Provider agrees to defend, indemnify, and hold harmless the County authorizing services under this Agreement, its agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of the Minnesota Government Data Practices Act, HIPAA, or any other data privacy statute or regulation including any legal fees or disbursements paid or incurred to enforce the provision of this section of the Agreement.

IX. FAIR HEARING AND GRIEVANCE PROCEDURES

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with an in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and Minnesota Statutes, Section 256.045, which are incorporated by reference into this Agreement.

X. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION

- A. Provider will comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive order No. 11246, and Title VI (42 USC 2000d); 42 USC 12101, et

seq. (ADA), 28 CFR 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973; Minnesota Statutes section 363A.02; Minnesota Human Rights Act at Minnesota Statute section 363.01 et. seq.; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

- B. It is St. Louis County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that the providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent practicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the Provider has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

XI. BONDING, INDEMNITY AND INSURANCE

- A. **Bonding:** The Provider shall obtain and maintain at all times during the terms of this Agreement, a fidelity bond in the amount of \$ 0.00 covering the activities of each person authorized to receive or distribute monies under the terms of this Agreement.
- B. **Indemnity:** The Provider does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
1. By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 2. By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 3. By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services, or as the result of the performance of purchased services, under this Agreement.

- C. Insurance: The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with the St. Louis County Public Health and Human Service Department Contracts office within 10 days of execution of this contract and prior to commencement of any work under this contract. Provider shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insured, and a 30 day notice of cancellation for nonrenewal, or material change to all named and additional insured's. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider.

All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

1. General Liability Insurance

- a. \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 Aggregate coverage.

- b. Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
- c. St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

2. Business Automobile Liability Insurance

- a. \$500,000 for claims for wrongful death and each claimant

\$1,500,000 each occurrence

No less than \$2,000,000 aggregate

- b. Must cover owned, non-owned and hired vehicles.

3. Workers' Compensation

- a. Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

- D. Non-compliance: St. Louis County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Provider.

XII. MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES

The Provider hereby certifies that any federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being purchased to individuals of the type included under the Purchase Agreement.

XIII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. Before the termination date specified in this Agreement, the County may evaluate the performance of the Provider in regard to the terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- B. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- C. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.
- D. The Provider agrees to cooperate fully with the County and its designated representatives in the development and implementation of both qualitative and quantitative assessment of Provider's services. Evaluative data collected will be used by the County in its funding decisions and will be shared with the Provider and community.
- E. The Provider agrees that in any reports, news releases, public service announcements or publications regarding the Provider's program, the County will be identified as a funding source.

XIV. SUBCONTRACTING AND ASSIGNMENT

The Provider shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Provider shall be responsible for the performance of all subcontractors.

XV. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Provider as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the County and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all

such claims irrespective of any determination of any pertinent tribunal, agency, County, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

XVI. CANCELLATION, DEFAULT AND REMEDY

- A. This Agreement may be terminated under the following circumstances:
1. By mutual written Agreement of the parties;
 2. By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination;
 3. In the event that any of the licenses held by the Provider Agency for providing purchased services under this agreement is denied, suspended, lapses, expires or is terminated, effective immediately without notice to the Provider;
 4. If the Provider shall fail or refuse or be unable to fulfill any obligations under this Agreement, this Agreement will terminate effective immediately upon written notice thereof to the Provider by the County, through the Department;
 5. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of County upon resolution of County.

XVII. MERGER

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.
- B. It is the intent of the parties that all provisions herein shall apply to any county relying upon same as a lead county for purposes of Minnesota Rules 9559.0040.

XVIII. SEVERABILITY

The provisions of this Agreement are severable. If a Court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement which does not violate the above referenced ruling.

XIX. DEPARTMENT OF HUMAN SERVICES AS THIRD PARTY BENEFICIARY

In accordance with Minnesota Statutes, Section 245.466, subdivision 3(1), the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this Agreement. The Provider specifically acknowledges and agrees that the Minnesota Department of Human

Services has standing to and may take any appropriate administrative action or may sue the Provider for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County and the Provider. The Provider specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

XX. OTHER CONDITIONS

- A. Compliance with Laws/Standards: Provider shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which Provider is responsible.
- B. Licenses: Provider shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Agreement. Provider shall inform the County, through its Department, of any changes in the above within five (5) days of occurrence.
- C. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in the State of Minnesota.
- D. By entering into the Agreement, Provider certifies that it has not been debarred or suspended by the federal government or the State of Minnesota pursuant to Federal Regulation 45 CFR 92.35 and Minnesota Statute 16C.03, subd. 2.

IN WITNESS WHEREOF, County and Provider agree to be bound by the provisions of this Agreement, said Agreement being effective from January 1, 2016 through December 31, 2016.

PROVIDER

Bill Hanson

~~William Gronseth~~ *Bill HANSON*
~~Superintendent~~ *CFO*

Date: 9/14/16

COUNTY OF ST. LOUIS

Linnea Mirsch
Public Health & Human Services Director

Date: _____

Patricia Fleege

Patricia Fleege
Duluth ABE Manager

Date: 9/9/16

Federal Tax ID #41-6003776

Approved as to form and execution:

Benjamin M. Stromberg
Assistant County Attorney

Date: _____

Community Action Duluth/Duluth ABE Parent Education Project

Project Summary

Community Action Duluth will provide intensive, individualized support to MFIP Parents with the goals of obtaining a GED and successfully accessing post-secondary educational programming.

Community Action Duluth will provide 1:1 tutoring for preparation for GED testing, client assistance to reduce client barriers to participation, and intensive case management. Community Action Duluth will partner with the Duluth Adult Learning Center to provide a Certified on-site ABE Instructor who will lead and support the individual work of the GED test prep tutors. Community Action Duluth will also partner with Lake Superior College to provide direct connections to college programming and admissions in group and individual interactions.

Project Details

Community Action Duluth's Parent Education program, which we have titled "Bridge to Education", will include the following provisions and services:

- Serve approximately 40 MFIP parents who lack a basic level of educational attainment (GED) and/or who have a goal of pursuing post-secondary education within the 18 months of this program.
- Provide 1:1 culturally specific tutors, whenever possible, for the African American and American Indian MFIP clients served by Community Action Duluth's Bridge to Employment program and others referred for this program.
- Provide specific supports and access for Bridge to Education clients to participate in weekly evening GED Test Prep sessions which include a Certified ABE Instructor, 1:1 tutoring, childcare, dinner and transportation assistance.
- In addition to the evening GED test prep sessions, Bridge to Education clients will be have access to additional culturally specific tutoring services during CAD's regular Bridge to Employment Wednesday 'drop-in' sessions each week.
- Direct connection to staff, faculty and students from Lake Superior College to help participants successfully 'bridge' to post-secondary program.
- Lake Superior College staff and faculty will help program participants to understand and successfully access facets of post-secondary education such as enrollment, financial aid and academic advisement.
- Access to all of Community Action Duluth's services and programs will be intentionally provided to the participants in the Bridge to Education program. For program participants enrolled in the Bridge to Employment program or other programs at Community Action Duluth will receive additional and intensive case management services to support a broad range of goals.
- All program participants will receive support to establish and follow an educational goal plan.

EXHIBIT B

**DULUTH ABE
2016 Innovation Fund Budget
MFIP Parents in Education**

2016 ABE

Certified ABE Instruction/Staffing	\$10,540
Materials for classes	\$500
Total for 2016	\$11,040

MEMORANDUM OF UNDERSTANDING (MOU)

Between

148

COMMUNITY ACTION DULUTH

and

ARROWHEAD ECONOMIC OPPORTUNITY AGENCY (AEOA)/ADULT EDUCATION (ABE)

and

DULUTH ADULT EDUCATION PROGRAM

- I. **Scope and Purpose:** This document represents a shared agreement between the partnering organizations to deliver the Bridge to Employment Opportunity through Equity Project. The goal of the initiative is to improve employment outcomes for African American and American Indian participants in need of employment services. Partnering organizations intend on improving employment outcomes for these populations by providing a team-based intensive and integrated response including comprehensive, culturally competent and customer-focused case management strategies.

These strategies will include:

- a. Comprehensive case management
- b. Just-in-time contextualized literacy training
- c. Paid work-experience
- d. Employment coaching, follow-up and business connecting

Importance of Employment and its Multivariate Roles in the Service Planning Process: All partners understand and agree that successful quality employment for each participant is the goal for this project. Employment services will be tailored around the specific needs of each participant and developed in partnership with them. Enhancing employability through case management and education is incorporated into the design.

- II. **Community Action Duluth's Role and Responsibilities:** As the primary contractor with the State of Minnesota, Community Action Duluth is responsible for financial and program reports regarding the project; coordination of the partnership including scheduling and organization of regular Steering Committee meetings to evaluate progress, problem-solve and approve any necessary changes. Community Action Duluth is also responsible to contract with AEOA and Duluth ABE to deliver the program as designed.
- III. **AEOA's and Community Action Duluth's Roles and Responsibilities Regarding Employment:** AEOA and Community Action Duluth are both Community Action Agencies and Employment Service Providers. As such, these agencies are uniquely qualified to address the multiple challenges faced by American Indian and African American families seeking employment services. Each Agency will employ and train employment counselors whose skills/training must include cultural competency and the ability to establish trusting relationships with participants. Both AEOA and Community Action Duluth agree that the classroom curriculum must be delivered as designed by ABE providers.
- IV. **AEOA Adult Education's and Duluth Adult Education's Roles and Responsibilities:** Both the Duluth ABE program and AEOA ABE will provide short-term goal-directed education and/or vocational training to improve the employability of those participants who are assessed into the course. Both entities agree to work with St. Louis County and other community employers as appropriate to develop contextualized curriculum specific to this program and targeted employment.

V. **Shared Responsibilities including Conflict Resolution:** All partners will share responsibility for joint 149 implementation and on-going communication which will include Steering Committee meetings on a scheduled basis to discuss program best practices and challenges. Partners will also participate in joint evaluation activities and share statistics. It is the responsibility of all partners to work toward the success of the Bridge to Employment Opportunity through Equity Project, to be honest in its evaluation and critique and to be willing to have the model evolve should experience dictate. The Steering Committee will provide the place and process for conflict resolution. Partner consensus will be sought in case of disagreement with the ultimate decision being made by Community Action Duluth should consensus not be possible.

VI. **It is mutually understood and agreed by and between the parties that:** By signing this MOU, the parties agree to strive to reach the objectives stated in the MOU to the best of their ability. Further, it is understood that this document contains the framework for the contractual relationship that will be set up should funding be awarded.

VII. Signatures

AEOA/AEOA Adult Basic Education

Community Action Duluth


Paul Carlson, Executive Director

Date

Angie Miller, Executive Director

Date

Duluth Adult Education



William Hanson,
Executive Director Business Services ISD709

9/28/16
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN Fond du Lac Human Services Division Behavioral Health Department AND DULUTH SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between FDL and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to increase the capacity of their mental health services available on site at its schools:

WHEREAS, FDL desires to locate program case managers and transition coordinators at Duluth school buildings to provide mental health services such as behavioral management, transitional support, progress assessment;

THEREFORE, FDL and the Duluth School District agree that it is in the best interests of all concerned to enter into an understanding.:

This Memorandum of Understanding is to enable and structure the collaboration between FDL and ISD 709 in the implementation of the Creating Educational Success for American Indian Children Services.

II. ROLES AND RESPONSIBILITIES

Roles of FDL and (ISD 709)

It is understood that FDL and school district staff must work together as a team to effectively meet the needs of (ISD 709) students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of FDL as a community mental health provider

1. Fond du Lac Behavioral Health Department will provide onsite licensed mental health professional services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, District Superintendent, Indian Education Director and school building principals.
2. American Indian students referred by school personnel or parents will be seen individually by the licensed mental health professional at the child's school in a private setting for interviews, counseling, groups, diagnostic assessment according to established FDL Human Services Division

policies. Parental permission is required and the parent/guardian must attend the first session with the child. This session may be done in the home or office if the parent has a preference.

3. School personnel, including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific in-service presentations may be scheduled jointly, as needed and time permits. Services will be provided according to the school schedule.

Students served by FDL are clients of FDL subject to the same rights and responsibilities as clients served in FDL clinic and residential settings FDL will;

1. Meet with Duluth schools administration staff to plan a system of service delivery
2. Locate therapist(s) and mental health practitioners at Duluth schools in order to provide mental health services
3. Employ and be responsible for its employees placed at Duluth schools.
4. Maintain appropriate professional liability insurance
5. Share student/client information with school staff as needed and with the consent of the Student/responsible parent
6. Obtain parental permission to provide services
7. Maintain and own case management records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by FDL
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
11. Ensure that meetings with practitioners do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission
12. Not interfere with students receiving federally mandated IEP services from Special Education Staff

Role of ISD 709

1. Meet with FDL administration staff to plan a system of mental health service delivery.
2. Inform school staff (Principals) of services available and work with FDL staff to develop a system to identify and refer students that may be in need of mental health services.
3. Meet periodically with FDL administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9/15/2016 and will continue through 8/30/2017. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. FDL and (ISD 709) agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

FDL and (ISD 709) agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality

Referrals

Parents/ Guardians may be referred to the licensed professional counselor by any member of the school staff (or self referred by the student or his/her parent according to established Fond du Lac Human Services Division policies using a written referral form). It is the responsibility of the parent/Guardian to contact Fond du Lac Human Services to initiate services. The SLMH Administrative Specialist will then contact the Indian Education staff to coordinate services.

Confidentiality

See Pages 6-9 of the Fond du Lac Behavioral Health Policies & Procedures (attached).

Data Collection

The Indian Education staff, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared , will be responsible for submitting grades, attendance records and behavioral violations to the SLMH Administration Specialist for comparison from onset to discharge of the in-school services.

Mutual Consent to Collaboration

The agencies and individuals below agree to work cooperatively to establish times and locations, scheduling, referral and follow up approaches to implement this Memorandum of Understanding and accomplish the goals of the School Linked Mental Health services.

Signed: *Janine Duthie, FOL* Date: 9-15-16

Signed: _____ Date: _____

Signed: *W. Chanson* Date: 9/27/16
ISD 709 - CFO

Signed: _____ Date: _____

Region Facilities Use Agreement

This Agreement is entered into on August 1, 2016 by and between Minnesota State High School League **Region 5AA** ("Region") and Duluth Dewfeld 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 4A 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 5AA** 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

Region Facilities Use Agreement

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 DULLUTH DENFELD HS
Authorized Signer Name W. C. Hanson
Title CFO
Date 9/7/16

MSHSL Region 5AA

Authorized Signer Name: Ray J. Kirch

Title Region 5AA Executive Secretary

Date August 1, 2016

Region Facilities Use Agreement

This Agreement is entered into on August 1, 2016 by and between Minnesota State High School League **Region 5AA** ("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 4A 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 5AA** 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

Region Facilities Use Agreement

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 HS

Authorized Signer Name W. K. Hanson

Title CFO

Date 9/7/14

MSHSL Region 5AA

Authorized Signer Name: Ray J. Kirch

Title Region 5AA Executive Secretary

Date August 1, 2016



**MEMORANDUM OF UNDERSTANDING
BETWEEN NORTHWOOD CHILDREN'S SERVICES AND DULUTH
SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Northwood Children's Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Northwood Children's Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have Day Treatment and mental health services available on site at its schools:

WHEREAS, Northwood Children's Services desires to locate day treatment programs and mental health therapists at Duluth school buildings to provide mental health services such as day treatment programming, assessments, psychotherapy, and consultation;

Therefore, Northwood Children's Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Northwood Children's Services and Duluth School District

It is understood that Northwood Children's Services and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Northwood Children's Services day treatment and community mental health provider

Students served by Northwood Children's Services are clients of Northwood Children's Services, subject to the same rights and responsibilities as clients served in Northwood Children's Services settings.

Northwood Children's Services will;

1. Meet with Duluth Schools administration staff to plan a system of day treatment and mental health service delivery

MAIN CAMPUS

714 W. College Street P: 218.724.8815
Duluth, MN 55811 F: 218.724.0251

northwoodchildren.org

2. Locate day treatment program(s) and therapist(s) at Duluth schools in order to provide day treatment mental health services
3. Employ and be responsible for its case managers, practitioners and therapists placed at Duluth schools.
4. Maintain appropriate professional liability insurance
5. Accept "requests for services" from school district staff with final placement decisions determined by Northwood Children's Services
6. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
7. Obtain parental permission to provide mental health services
8. Maintain and own mental health records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Northwood Children's Services.
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District


1. Meet with Northwood Children's Services administration staff to plan a system of day treatment and mental health service delivery.
2. Provide Northwood Children's Services day treatment programs and therapists with appropriate, private space where Northwood is allowed to furnish it as deemed necessary at the cost of Northwood Children's Services. This is to ensure a safe and comfortable environment for mental health treatment where licensing and accreditation standards are upheld.
3. Ensure they are provided access to fax machines, printer, internet connection, and telephones.
4. Once the rooms are established in the designated schools, those rooms shall remain the work space for Northwood Children's Services Employees unless the Superintendent of Duluth Public Schools and the President/CEO of Northwood Children's Services deem otherwise. The rooms are located at Myers Wilkins Elementary, Piedmont Elementary, Lincoln Middle School, and Laura MacArthur Elementary School.
5. Inform school staff of Northwood Children's Services available and work with Northwood Children's Services staff to develop a system to identify and refer students that may be in need of day treatment/mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Northwood Children's Services. Final service delivery decisions are made by Northwood Children's Services.
6. Meet periodically with Northwood Children's Services administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
7. Because our students fit under the umbrella of "Care and Treatment," they will be provided a summer school option at their site during the summer months.
8. The district provides a to and from bus to each site every day. If Northwood requires a 3rd bus then Northwood will pay for it. Every effort will be made to coordinate with care and treatment bussing.

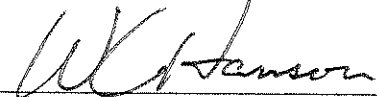
III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 8/1/16 and will continue through 8/1/18. This MOU will renew for one year periods effective 8/1/16 unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Northwood Children's Services and Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Northwood Children's Services and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed:  Date: 9/17/16
Richard Wolleat, President & CEO, Northwood Children's Services

Signed:  Date: 9/19/16
William Hanson, Chief Financial Officer, ISD #709

Facilities Management – Maintenance and Operations - General

- In the past month the maintenance crews have completed 158 work orders, and are currently working on 696 open work orders.
- Facilities maintenance trade crews are currently scheduled to be at Homecroft.
- Hallberg Inc. will soon begin a re-commissioning study OEMS.

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. Punch list items are being completed.
- Johnson-Wilson Constructors is making good progress on the new Design Center at Denfeld High School. Completion is scheduled for October 21st.
- 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 mid-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.

Building Operations

- Operations staff has worked hard to get all of our facilities cleaned and ready for the school year. Facilities Management has interviewed and hired a Fireperson II position at East High School. Facilities Management are now reviewing and planning to interview nine open Maintenance Custodian positions at all of our elementary schools. At the end of the month some of our Facilities Managers will be attending the MASMS Conference and Trade Show where educational managers from around the state gather for an opportunity of networking and educational seminars. Local police departments have been conducting active shooter trainings and trainings alike in some of our non-operating schools.

Health, Safety & Environmental Management

- Environmental/Health/Safety
 - A gas smell in the boiler room was investigated at Lowell Elementary. The room was monitored and found to have no detectable gas levels (below the limits of the monitor, safe atmosphere), however, two slight leaks were found and repaired.
 - An aggressive online OSHA training schedule was set for the facilities group to ensure they are up to date on their required training.
 - Playground inspections were completed. There were no immediate hazards. There were the typical swing seat replacements, loose bolts, some missing bolts, and mulch leveling that need to be addressed. Overall the playgrounds are in good condition.
 - All the unusable paint from the Denfeld Theater was collected, sorted and recycled.
 - All used light bulbs, batteries, and ballasts were inventoried and will be recycled next month.
 - Asbestos samples were taken and tested for a bulletin board at HOCHS. The results were positive for asbestos so the area was sealed and covered.
 - HOCHS parking lot piping was suspect asbestos containing material. The test results came back negative for asbestos.
- Emergency Response
 - Fire inspections were scheduled for Stowe and Laura MacArthur.
 - Classroom guides were updated at the schools and site plans are being updated.
- Workers' Compensation Activities
 - OSHA Recordables- 2 (Back injury from trying to catch a falling object and head injury from a large part of a tree falling).
 - Incidents Reported: 33 injuries reported.
 - A claims review was held for open liability claims and work comp claims. There are very few open liability claims. There are 27 open work comp claims that are being monitored.

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: 06-875-012-000-000

GF SAVINGS - HOCHS

162

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
09/20/2016	219521	371786	00645508	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1039217	OH	101,512.99	0.00	101,512.99
09/26/2016	219729	375115	00645538	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1041882	OH	656.32	0.00	656.32
09/26/2016	219883	375108	00645508	V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1041882	OH	46,118.49	0.00	46,118.49
							Object 152000	Total:	148,287.80	0.00	148,287.80
							FQA 06-875-012-000-000	Total:	148,287.80	0.00	148,287.80

FQA: 06-875-215-000-000 COP 2010D-DENFELD

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
09/29/2016	2511029143	376465		V107093	GARLAND DBS INC	GARLAND DBS INC BUILDING ACQUI	1043564	OH	63,137.00	0.00	63,137.00
							Object 152000	Total:	63,137.00	0.00	63,137.00

Object: 153000 OTHER EQUIPMENT PURCHASED

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
09/12/2016	FDN6603	311442	00645324	V102427	CDW GOVERNMENT INC	CDW GOVERNMENT WS-C2960X-48LPS	1035661	OH	2,911.40	0.00	2,911.40
							Object 153000	Total:	2,911.40	0.00	2,911.40
							FQA 06-875-215-000-000	Total:	66,048.40	0.00	66,048.40

FQA: 06-875-320-000-000 GF SAVINGS - ORDEAN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
09/19/2016	1624MM-1	371304	00645472	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA BUILDING ACQUI	1038392	OH	10,947.00	0.00	10,947.00
09/29/2016	10564	376470		V06329	SINNOTT BLACKTOP INC	SINNOTT BLACKTO BUILDING ACQUI	1043564	OH	3,600.00	0.00	3,600.00
09/29/2016	219811	376466		V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1043564	OH	877.31	0.00	877.31
09/29/2016	219891	376468		V104657	ARROWHEAD RADIO & SECURITY	ARROWHEAD RADIO BUILDING ACQUI	1043564	OH	646.00	0.00	646.00
09/29/2016	220041	376467		V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1043564	OH	401.61	0.00	401.61
							Object 152000	Total:	16,471.92	0.00	16,471.92
							FQA 06-875-320-000-000	Total:	16,471.92	0.00	16,471.92

FQA: 06-875-435-000-000 GEN FUND SAVINGS-CONGDON PK

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL
 Fiscal Year: 2017
 Object: 152000

BUILDING ACQUISITION/CONSTRUCT

163

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
09/29/2016	10571	376469		V06329	SINNOTT BLACKTOP INC	SINNOTT BLACKTO BUILDING ACQUI	1043564	OH	4,900.00	0.00	4,900.00
						Object 152000		Total:	4,900.00	0.00	4,900.00
						FQA 06-875-435-000-000		Total:	4,900.00	0.00	4,900.00

FQA: 06-875-520-000-000 GF SAVINGS - LOWELL

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
09/06/2016	184252	366492	00001712	V34360	JAMAR COMPANY	JAMAR COMPANY BUILDING ACQUI	1033412	OH	5,905.42	0.00	5,905.42
09/19/2016	1630MM-2	371305	00645472	V63580	ST GERMAINS GLASS CO	ST GERMAINS GLA BUILDING ACQUI	1038392	OH	9,331.00	0.00	9,331.00
09/19/2016	219201	371309	00645435	V108007	HUNT ELECTRIC CORP	HUNT ELECTRIC C BUILDING ACQUI	1038392	OH	2,936.44	0.00	2,936.44
						Object 152000		Total:	18,172.86	0.00	18,172.86
						FQA 06-875-520-000-000		Total:	18,172.86	0.00	18,172.86

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

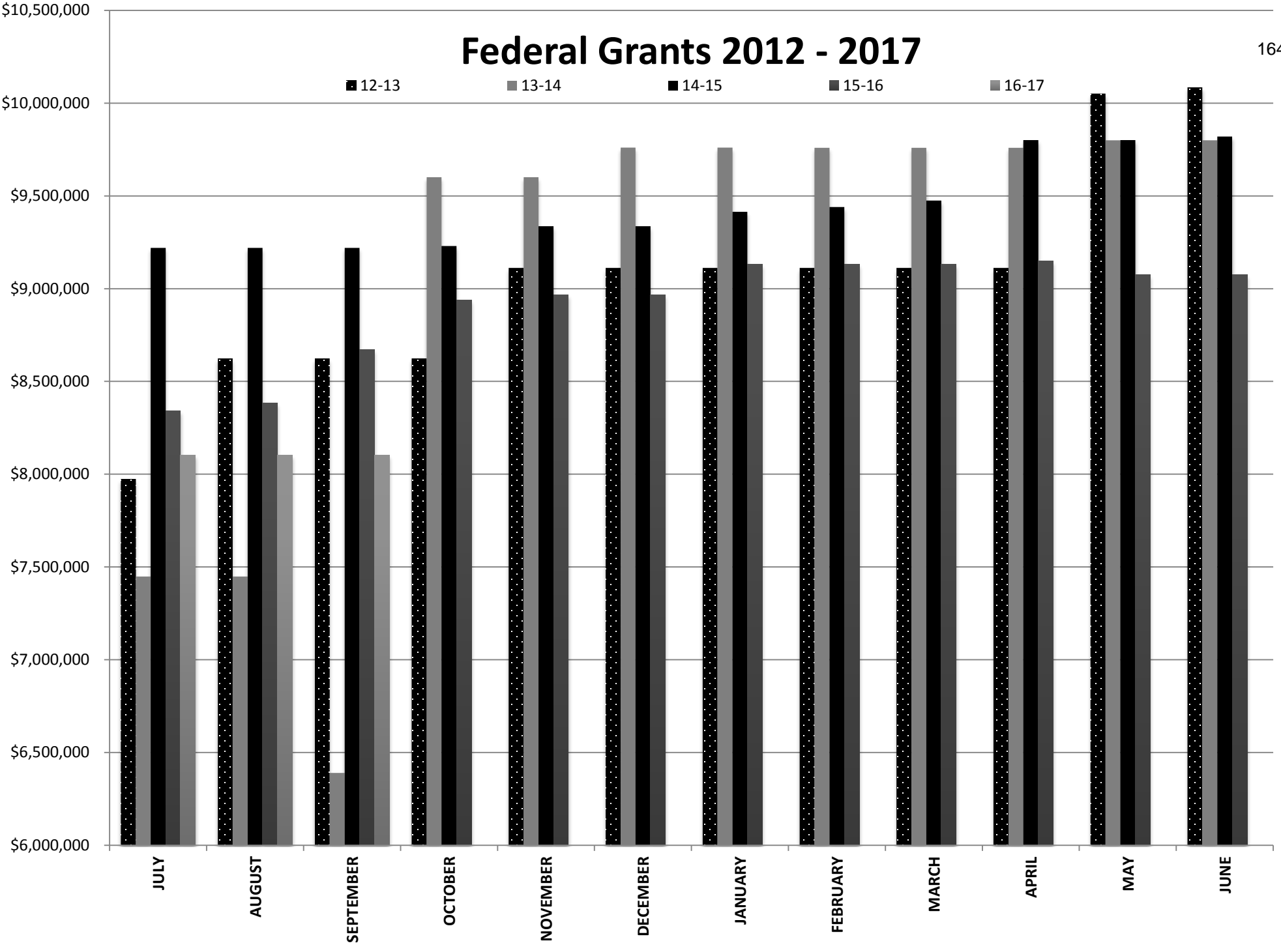
Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job Num	SS	Debit	Credit	Net
09/19/2016	APP 4	371306	00645443	V01213	JOHNSON WILSON CONSTRUCT	JOHNSON WILSON BUILDING ACQUIS	1038392	OH	128,183.50	0.00	128,183.50
09/19/2016	Y15074-13	371303	00645399	V102280	ARCHITECTURAL RESOURCES INC	ARCHITECTURAL R BUILDING ACQUI	1038392	OH	1,800.00	0.00	1,800.00
09/20/2016	B068674	371818		V106044	BRAUN INTERTEC CORP	BRAUN INTERTEC BUILDING ACQUIS	1039218	OH	290.75	0.00	290.75
						Object 152000		Total:	130,274.25	0.00	130,274.25
						FQA 06-876-215-000-000		Total:	130,274.25	0.00	130,274.25

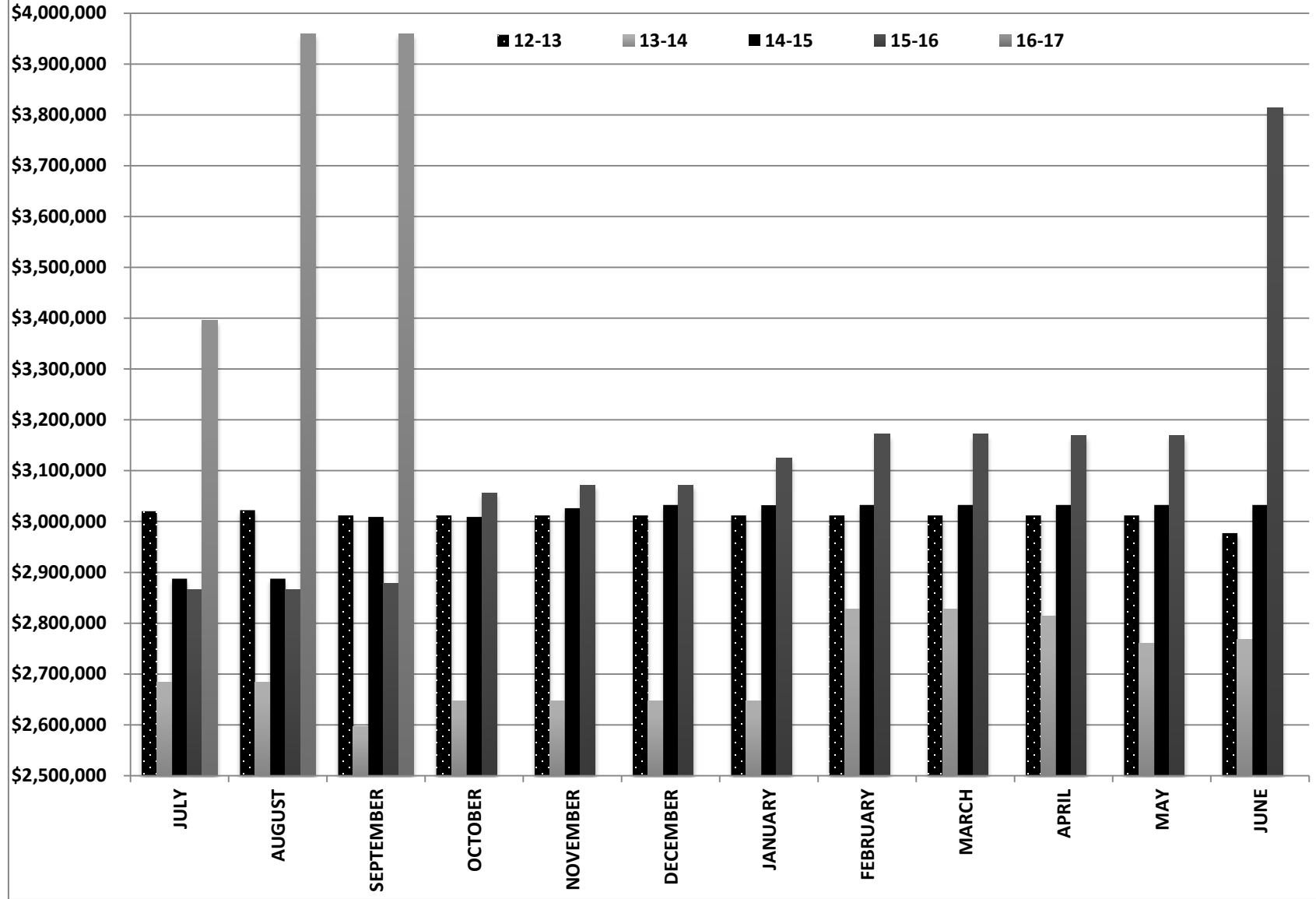
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Federal Grants 2012 - 2017

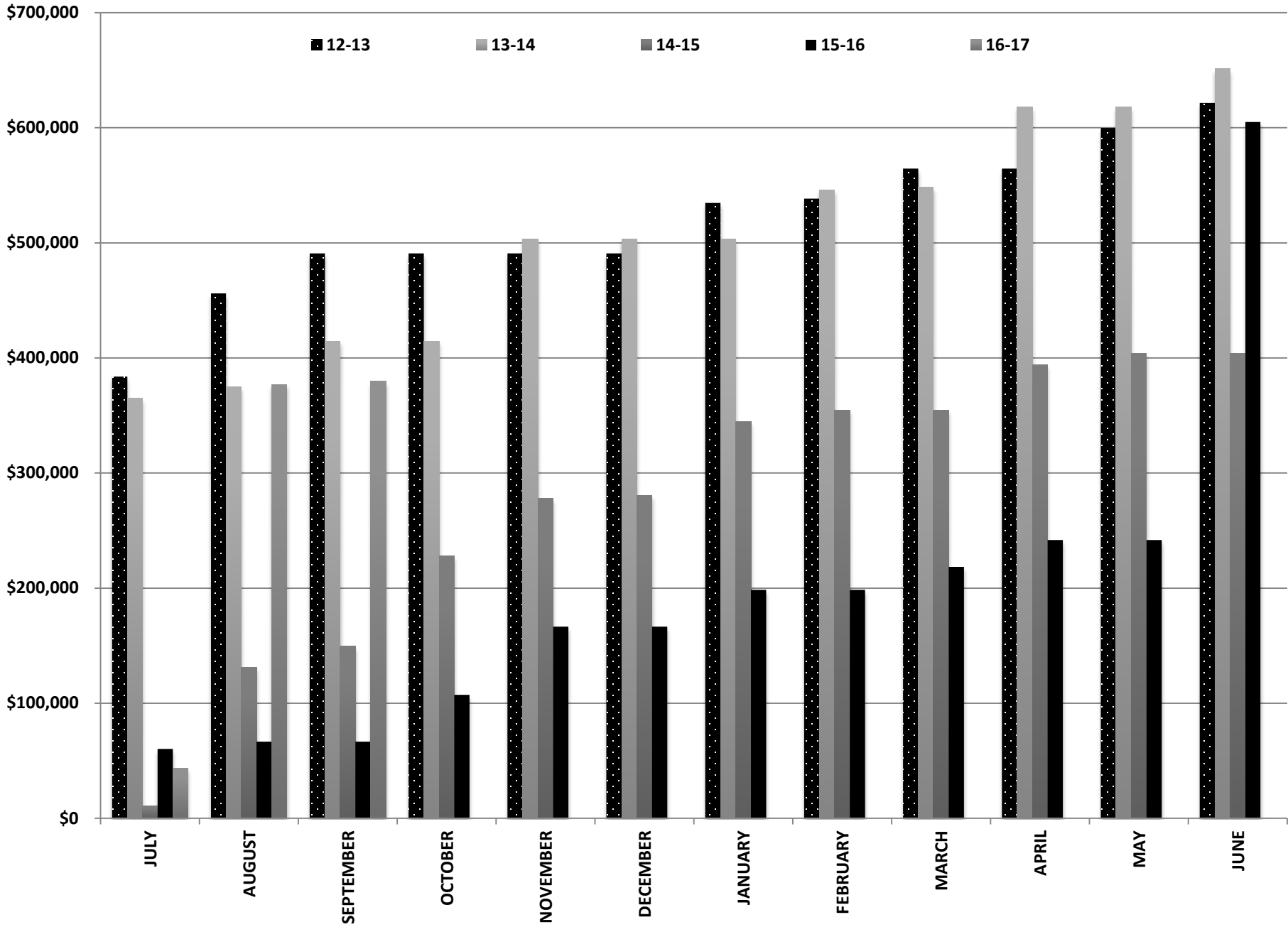
■ 12-13 ■ 13-14 ■ 14-15 ■ 15-16 ■ 16-17



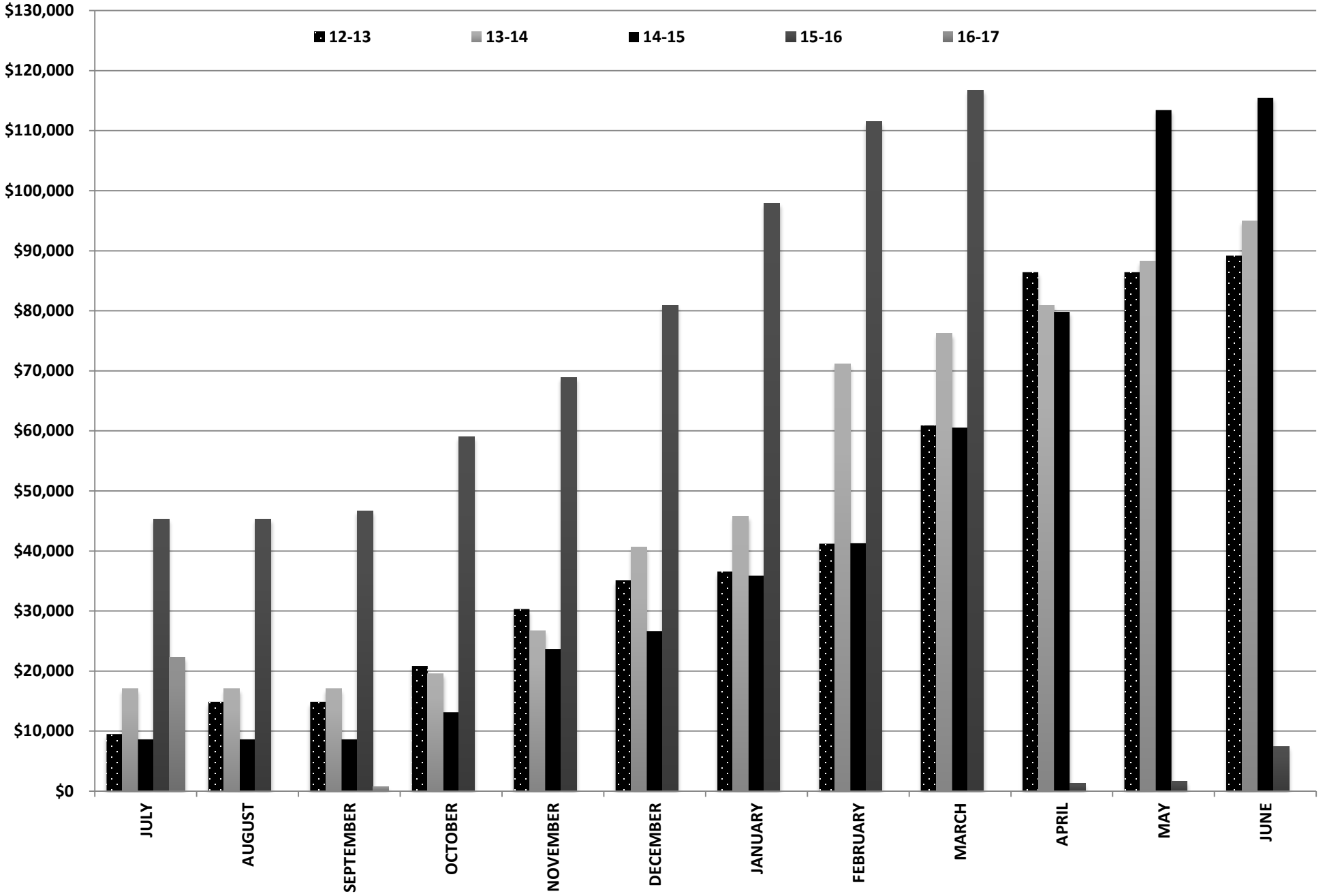
State Grants 2012 - 2017



Local Grants 2012 - 2017



Donations 2012 - 2017



Total Donations & Grants 2012 - 2017

