

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 20, 2016

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Financial Report

A. Financial Report

1) A draft of the financial report for fiscal year ending June 30, 2016 was presented by a representative of Wipfli at the December 12, 2016 Business Committee meeting. The final report will be available for the December 20, 2016 Board meeting.

2) Preliminary financial statements (unaudited) for the month ended October 2016 are attached. 4

B. Approval of Payment of Claims

This item is attached as an "extra".

C. Budget Revisions 17

D. Wire Transfers 19

E. Investment Transactions 20

F. APU Projections 21

G. Fundraisers 22

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 - None

4. Contracts, Change Orders, and Leases

A. Contracts - None

B. Change Orders

1) Change Order #3 for HOCHS 3rd Street Parking Lot Improvements 23
 Bid #1248-1 - HOCHS Parking Lot Improvements - Utility Systems of America, Inc. was approved at the May 17, 2016 School Board meeting (base bid plus alternate #1, and CO#1 for a total of \$701,448.00). CO #3 is for added costs as identified in the attached 13 change order items.

Bill Hanson and David Spooner reviewed each item in depth both at the time the work occurred and in summary. Incurred costs were the most effective and efficient means to complete the project in a satisfactory manner; all items were unforeseen and not in the original contract.

Recommendation:

It is recommended that the School Board approve the change order as listed above; the additional cost is \$108,111.02 for CO#3, with a total revised contract cost including base bid alternate #1, CO#1, and CO#3, of \$809,559.02.

2) Change Order #4 for HOCHS 3rd Street Parking Lot Improvements 40

This is a no cost change. Change Order #4 to this bid is added time for completion due to delay in start. The original start/close dates were June 6, 2016-September 2, 2016. The actual start date was July 11, 2016 with a completion date of November 15, 2016. Due to unforeseen conditions, the newly revised completion date in this change order is July 8, 2017.

Recommendation: It is recommended that the School Board approve the change order as listed to modify the start and completion dates for the agreement.

3) PLACEHOLDER - Other Change Orders

C. Leases - None

5. Resolutions

A. B-12-16-3412 - Acceptance of Donations to Duluth Public Schools. 42

Recommendation: It is recommended that the Duluth School Board approve Resolution B-12-16-3412.

B. B-12-16-3413 - Legislative Platform 45

Recommendation: It is recommended that the Duluth School Board approve Resolution B-12-16-3413.

C. B-12-16-3414 - Certified Tax Levy 48

Recommendation: It is recommended that the Duluth School Board approve Resolution B-12-16-3414.

D. PLACEHOLDER - Sale of Property

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

A. Expenditure Contracts 51

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

B. Revenue Contracts - None

C. Other Contracts 93

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

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 101

F. Playground Fall Protection Project

SAS+ Associates updated the Board on the status of the project at the December 12, 2016 Business Committee meeting.

7. Future Items

A. Duluth Energy Systems Steam Contract

B. Lake Superior Swim Club Contract

- C. Woodland Hills Lease Renewal
- D. Policy Updates

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	Variance	FY2017	FY2016	Variance	Variance		
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$31,217	\$31,217
Interest	(510)	0	(511)	(490,888.5)	(482)	4	(486)	(11,853.8)	57	57
Tuition, Fees, Admissions	176	135	41	30.5	781	621	160	25.7	4,412	4,412
Other Local Revenues	260	119	141	118.3	641	599	42	7.0	1,672	1,880
State Sources	3,571	1,421	2,150	151.3	27,225	24,847	2,378	9.6	85,757	86,324
Federal Aids from MDE	1,126	212	914	431.2	3,339	2,924	415	14.2	8,405	8,405
Federal Direct Aids	645	-	645	N/A	1,407	485	922	190.1	3,002	3,002
Local Sales	170	-	170	N/A	182	119	63	N/A	1,847	1,848
Sale of Bonds or Loans	-	-	0	N/A	94,127	-	94,127	N/A	0	218
Total Revenues	5,438	1,887	3,551	188.1	127,220	29,599	97,620	329.8	136,369	137,362
Expenditures										
Salaries	5,534	5,298	(236)	(4.5)	11,735	11,057	(678)	(6.1)	62,316	62,647
Benefits	2,220	2,218	(2)	(0.1)	5,891	5,744	(147)	(2.6)	28,169	28,261
Purchased Services	1,169	847	(322)	(38.0)	2,576	2,414	(162)	(6.7)	13,432	13,587
Supplies & Materials	437	377	(60)	(15.9)	1,149	1,078	(71)	(6.6)	6,020	6,320
Chargebacks	0	-	(0)	N/A	0	(1)	(1)	(100.0)	38	68
Capital Expenditures	254	295	41	13.9	4,190	2,093	(2,097)	(100.2)	6,676	7,652
Debt Service	944	0	(944)	#####	5,578	5,222	(355)	(6.8)	22,446	22,664
Other	21	35	14	40.9	79	86	7	7.6	891	929
Total Expenditures	10,579	9,070	(1,509)	(16.6)	31,199	27,693	(3,506)	(12.7)	139,988	142,127
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(5,141)	(\$7,183)	2,042	28.4	96,021	\$1,906	94,115	4,937.7	(\$3,619)	(\$4,765)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$10,164	\$10,164	
Interest	7	0	N/A	36	4	787.6	40	40	
Tuition, Fees, Admissions	14	18	(20.1)	169	118	42.9	2,200	2,200	
Other Local Revenues	157	40	293.4	190	175	8.8	260	392	
State Sources	2,919	1,046	179.1	23,931	22,704	5.4	74,228	74,795	
Federal Aids from MDE	1,307	208	528.2	2,881	2,554	12.8	5,871	5,871	
Federal Direct Aids	0	0	N/A	68	0	N/A	135	135	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
Total Revenues	4,405	1,312	235.7	27,274	25,555	6.7	92,898	93,597	
Expenditures									
Salaries	4,953	4,710	(5.2)	10,308	9,690	(6.18)	55,296	55,628	
Benefits	1,898	1,890	(0.4)	5,010	4,892	(118)	24,049	24,141	
Purchased Services	642	350	(83.4)	1,674	1,489	(185)	6,962	7,111	
Supplies & Materials	175	150	(16.4)	653	632	(21)	2,059	2,347	
Chargebacks	(1)	0	N/A	(1)	(2)	(1)	(392)	(362)	
Capital Expenditures	14	7	(102.8)	189	69	(120)	261	381	
Debt Service	0	0	N/A	0	0	N/A	0	0	
Other	19	31	38.3	63	74	11	668	706	
Total Expenditures	7,699	7,138	(7.9)	17,896	16,844	(1,052)	88,903	89,952	
Transfers In (Out)	0	0	N/A	0	0	N/A	(3,371)	(3,371)	
Operating Excess (Deficit)	(\$3,294)	(\$5,826)	43.5	\$9,378	\$8,711	\$667	\$624	\$274	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%			
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,678	\$9,678	
Interest	7	0	N/A	36	4	787.6	40	40	
Tuition, Fees, Admissions	13	17	(25.7)	103	99	4.0	1,712	1,712	
Other Local Revenues	139	14	893.9	172	102	68.7	260	306	
State Sources	2,913	1,046	178.5	23,533	22,589	944	64,284	64,657	
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
Total Revenues	3,072	1,077	185.2	23,843	22,794	1,049	75,974	76,393	4.6
Expenditures									
Salaries	4,230	3,974	(6.4)	8,573	7,914	(659)	46,407	46,660	(8.3)
Benefits	1,588	1,569	(1.2)	4,195	4,075	(120)	19,491	19,593	(2.9)
Purchased Services	584	273	(311)	1,497	1,318	(179)	6,209	6,202	(13.6)
Supplies & Materials	118	107	(11)	516	500	(16)	1,433	1,648	(3.2)
Chargebacks	(5)	(2)	3	(5)	(4)	1	(1,661)	(1,660)	16.8
Capital Expenditures	13	4	(9)	178	55	(123)	180	270	(224.3)
Debt Service	0	0	N/A	0	0	0	0	0	N/A
Other	5	16	11	44	49	5	(81)	-	9.2
Total Expenditures	6,533	5,941	(592)	14,998	13,907	(1,091)	71,978	72,697	(7.8)
Transfers In (Out)	0	0	N/A	0	0	0	(3,371)	(3,371)	N/A
Operating Excess (Deficit)	(\$3,461)	(\$4,864)	1,403	\$8,845	\$8,887	(\$42)	\$624	\$325	(0.5)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$487	\$487
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	2	1	76.0	66	19	245.5	488	488
Other Local Revenues	18	(8)	(29.9)	18	73	(55)	0	86
State Sources	6	6	N/A	398	115	246.4	9,944	10,137
Federal Aids from MDE	1,307	208	528.2	2,881	2,554	12.8	5,871	5,871
Federal Direct Aids	0	0	N/A	68	0	N/A	135	135
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	1,333	235	467.2	3,431	2,761	24.3	16,924	17,204
Expenditures								
Salaries	723	736	1.7	1,735	1,776	41	8,889	8,869
Benefits	310	321	11	815	817	2	4,558	4,549
Purchased Services	58	77	19	178	171	(7)	753	909
Supplies & Materials	56	43	(13)	138	132	(6)	626	698
Chargebacks	3	2	(1)	3	2	(1)	1,269	1,298
Capital Expenditures	1	3	2	10	14	4	80	110
Debt Service	0	0	0	0	0	0	0	0
Other	14	15	1	19	25	6	750	722
Total Expenditures	1,167	1,197	30	2,898	2,937	39	16,924	17,255
Transfers In (Out)	0	0	0	0	0	0	0	0
Operating Excess (Deficit)	\$166	(962)	1,128	\$533	(\$176)	\$709	\$0	(\$51)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$2,452	\$2,452
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	1	3	(53.0)	6	7	(17.1)	17	17
State Sources	35	0	N/A	397	163	234	906	906
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	1	100	(99)	0	1
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	37	3	1,127.7	404	270	134	3,374	3,375
Expenditures								
Salaries	66	61	(8.1)	225	225	(0)	815	815
Benefits	27	26	(3.5)	107	99	(8)	328	328
Purchased Services	26	51	48.6	81	87	6	356	367
Supplies & Materials	22	0	N/A	45	0	(45)	487	492
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	33	1	(3,162.7)	2,033	991	(1,042)	4,647	4,881
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	4	0	(4)	8	8
Total Expenditures	174	139	(24.9)	2,497	1,402	(1,095)	6,639	6,890
Transfers In (Out)	0	0	N/A	0	0	N/A	3,371	3,371
Operating Excess (Deficit)	(\$137)	(\$136)	(0.6)	(\$2,093)	(\$1,132)	(\$961)	\$106	(\$144)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%	\$	\$
Levy	0	0	N/A	0	0	N/A	0	0
Interest	1	1	816.3	1	1	812.5	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	0	0	N/A	0	0
State Sources	3	3	N/A	15	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	4	4	4,049.0	16	0	15,356.7	0	0
<u>Expenditures</u>								
Salaries	(8)	5	259.6	2	22	89.7	0	0
Benefits	(2)	4	221.6	2	8	74.0	0	0
Purchased Services	0	11	100.0	0	48	99.9	0	0
Supplies & Materials	0	17	100.0	0	29	100.0	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	202	277	27.2	1,656	842	(814)	1,547	2,070
Debt Service	0	0	100.0	0	0	0.0	0	0
Other	0	0	N/A	0	4	100.0	0	0
Total Expenditures	191	312	38.8	1,660	953	(707)	1,547	2,070
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	(\$187)	(\$312)	40.1	(\$1,644)	(\$953)	(\$691)	(\$1,547)	(\$2,070)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2017	FY2016	Variance	FY2017	FY2016	Variance		
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
Interest	2	2	N/A	2	0	N/A	16	16
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	0	0	N/A	0	0	N/A	200	200
State Sources	0	0	N/A	0	0	N/A	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
Total Revenues	2	2	N/A	2	0	N/A	216	216
Expenditures								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	200	200
Purchased Services	0	0	N/A	0	0	N/A	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	0	0	N/A	0	0
Total Expenditures	0	0	N/A	0	0	N/A	200	200
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$2	\$0	N/A	\$2	\$0	N/A	\$16	\$16

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2017	FY2016	Variance	%	FY2017	FY2016	Variance	%		
Levy	\$0	\$0	\$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 10/31/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
10/07/2016	V106466	CITISTREET FOR MSRS	331,159.19
10/07/2016	V79764	DULUTH FEDERATION OF TEA	31,551.41
10/07/2016	V107231	DULUTH TEACHERS CREDIT	7,486.61
10/07/2016	V106637	EBC - FLEX EFT	11,825.74
10/07/2016	V106636	EBC - TSA EFT	73,174.31
10/07/2016	V79771	EDUCATION MN CLERICAL EFT	1,343.42
10/07/2016	V102915	FEDERAL 941 PR TAXES	594,204.19
10/07/2016	V108066	MG TRUST	125,740.05
10/07/2016	V05173	MN CHILD SUPPORT EFT	1,794.05
10/07/2016	V108320	MN DEPT OF REVENUE EFT	578.34
10/07/2016	V102916	MN STATE PR TAXES	95,989.23
10/07/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	98,218.48
10/07/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	258,426.04
10/07/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,520,573.82
10/19/2016	V06645	MEDICA HEALTH PLAN (EFT)	181,949.10
10/19/2016	V106638	PEIP - HLTH EFT	1,284,849.00
10/19/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	50,772.39
10/19/2016	V104923	HARRIS BANK	39,591.24
10/21/2016	V106466	CITISTREET FOR MSRS	268,279.50
10/21/2016	V79764	DULUTH FEDERATION OF TEA	36,005.31
10/21/2016	V107231	DULUTH TEACHERS CREDIT	7,436.61
10/21/2016	V106637	EBC - FLEX EFT	11,700.68
10/21/2016	V106636	EBC - TSA EFT	73,873.52
10/21/2016	V79771	EDUCATION MN CLERICAL EFT	1,343.42
10/21/2016	V102915	FEDERAL 941 PR TAXES	593,007.42
10/21/2016	V108066	MG TRUST	129,501.26
10/21/2016	V05173	MN CHILD SUPPORT EFT	1,794.05
10/21/2016	V108320	MN DEPT OF REVENUE EFT	236.67
10/21/2016	V102916	MN STATE PR TAXES	95,772.98
10/21/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	98,279.64
10/21/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	256,155.04
10/21/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,547,373.81
			7,829,986.52

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

Beginning Investment Balance (September 30, 2016): **\$ 10,576,747.98**

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
10/07	Yadkin Bank (NC)	MBS	12/22/16	0.50%	\$ 249,000.00
10/31	MN Trust Term Series	PMA	01/26/17	0.66%	9,000,000.00

Total Purchases \$ 9,249,000.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
10/11	MN Trust Term Series	PMA	10/11/16	0.55%	\$ 1,000,000.00
10/17	Bank of China (NY)	MBS	10/17/16	0.50%	150,000.00
10/28	First (ME)	MBS	10/28/16	0.45%	249,000.00
10/28	Northpointe Bank (MI)	MBS	10/28/16	0.45%	249,000.00
10/31	First Technology FCU (CA)	MBS	10/31/16	0.70%	249,000.00
10/31	MN Trust Term Series	PMA	10/31/16	0.54%	1,500,000.00
10/31	MN Trust Term Series	PMA	10/31/16	0.60%	1,500,000.00

Total Maturities \$ 4,897,000.00

Other items:

Add:	Money Market Funds Interest	\$ 46.78
	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 \$ 46.78

Ending Investment Balance (October 31, 2016) **\$ 14,928,794.76**

Note: Ending Investment Balance as of October 31, 2015 was \$ 10,347,503.93

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

Grade Levels	Dec Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	PRELIMINARY
						EOY APU 1516
KG	549	0.9938657129238	545.63	1.00	545.63	555.82
HK	59	1.0135259726723	59.80	1.00	59.80	81.92
Gr 1-3	1942	0.9899242547010	1922.43	1.00	1922.43	1927.37
Gr 4-6	1743.8	0.9821703198924	1712.71	1.00	1712.71	1744.57
Gr 7-8	1156.34	0.9706567688155	1122.41	1.20	1346.89	1323.83
Gr 9-12	2737.45	0.9217445812299	2523.23	1.20	3027.88	3138.15
Sub-Total	8187.59				8615.34	8771.66
Other APU Generators						
	Dec Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	210	0.408562823	85.80	1.000	85.80	86.97
Early Childhood Details	Final Count	Dec 1 Count	Final PU			
13-14	368	214	83.09			
14-15	371	204	93.34			
15-16	367	210	86.97			
16-17*			85.80			
Resident Tuition**						
Resident Tuition Details		Total APU			34.88	
13-14		36.47				
14-15		32.90				
15-16		35.28				
16-17*		34.88				
ALC**						
ALC Details		Total APU			258.79	
13-14		237.86				
14-15		278.11				
15-16		260.40				
16-17*		258.79				
Projected Total APU					8701.14	8858.63
Budgeted APU					8778.60	
Net					-77.46	

Fundraisers for November 2016

School	Organization	Function
Denfeld	Football Players	Cards with discounts
Denfeld	HOSA	Spaghetti dinner
Denfeld	HOSA	Sold Halloween Boo Grams
Denfeld	Drama Dept Matthew Pursi	Selling ornaments
Denfeld	Cheerleading Team	Sold online Thirty One Bags
Denfeld	Boys Lacrosse	Grocery bagging
Lester Park	ECFE	Bake sale
Lowell	School-wide	Food items, gift wrapping paper and kitchen items
Piedmont	ECFE	Betty's Pies
Washington ECFE	Early Childhood Family Education	Chipotle (Cause an Effect dinner)

Memorandum

To: Doug Hasler
School Board Members

From: David J. Spooner *David J. Spooner*

Date: November 29, 2016

Re: Bid #1248-1 – HOCHS Third Street parking Lot - USA, Inc. - Change Order #3

Bid #1248-1 – HOCHS Parking Lot Improvements – Utility Systems of America, Inc. was approved at the School Board Meeting on May 17, 2016 with a base bid plus alternate #1, and CO #1 for a total of \$701,448.00.

Change Order #3 to this bid is for the added cost as identified in the following 13 change order items as identified in the attachments.

This is a substantial change order list, and Bill Hanson and I have reviewed each item in depth both at the time the work occurred and in summary. These costs incurred were the most effective and efficient means to complete the project in a satisfactory manner. All items were unforeseen and not in the original contract.

The additional cost is \$108,111.02 for CO#3, with a total revised contract cost including base bid alternate #1, CO#1, and CO #3 for a new contract total of \$809,559.02.

Recommendation:

It is recommended the School Board approve the change order as listed above; the additional cost is \$108,111.02 for CO#3, with a total revised contract cost including base bid alternate #1, CO#1, and CO #3 for a new contract total of \$809,559.02.

Attachments

DH

Date of Issuance: 11/28/16	Effective Date: 11/28/16
Owner: ISD 709 - Bill Hanson	Owner's Contract No.:
Contractor: Utility Systems of America (USA) – Dale Cich	Contractor's Project No.:
Engineer: Northland Consulting Engineers, LLP - David Bolf, P.E.	Engineer's Project No.: 15-063-C
Project: HOCHS Parking Lot Improvements	Contract Name:

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

Description:


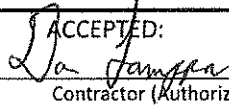
This change order adjusts the contract to include all extra work completed on the project. A summary of the description of work and the amounts are listed below:

- | | |
|---|---|
| 1) 3 rd Street Wall Lean Concrete - \$56,750.00 | 8) Window Wall Joint Connection - \$1,540.00 |
| 2) 3 rd Street Wall Over Excavation - \$4,147.50 | 9) Cleaning of Rock along 3 rd Street - \$6,950.00 |
| 3) Lake Ave. Wall Lean Concrete - \$6,500.00 | 10) Plan Review and Approval Fees - \$6,489.92 |
| 4) Rock Removal - \$1,500.00 | 11) Remove Concrete Wall Footing - \$4,000.00 |
| 5) Water Main Over Excavation - \$1,800.00 | 12) Lane Closures - \$6,733.60 |
| 6) Greenhouse Foundation Removal - \$3,825.00 | 13) Temporary Water Service - \$2,900.00 |
| 7) Tuck Point Coal Room Wall - \$4,975.00 | |

Total Cost of Extra Work: **\$108,111.02**

Attachments: See attached change order documentation from Utility Systems of America (U.S.A.).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 694,848.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Net amount of previously approved Change Orders: \$6,600.00	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 701,448.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ 108,111.02	Decrease of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 809,559.02	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  Engineer	By: _____ School Board Chair (Authorized)	By:  Contractor (Authorized)
Name: David Bolf, P.E.	Name: Annie Harala	Name: Dan Lamppa
Date: 11/28/16	Date: _____	Date: 11-28-16

REVISED

Hochs Parking Lot Project
Change Orders

#001 - 3 rd Street Wall – 113.5 Yards Lean Concrete as authorized by Adam @\$500.00 Per Yard – Per Truck Tickets	\$56,750
#002 - 3 rd Street Wall – 113.5 Yards over excavation as authorized by Adam @\$35.00 Per Yard	\$4,147.50
#003 - Lake Ave. Wall - 13 Yards Lean Concrete as authorized by Adam @ \$500.00 Per Yard	\$ 6,500
#004 - Rock Removal - Rock Removal – Parking Lot as authorized by Adam 5 Yards -@ \$300.00 Per Yard	\$ 1,500
#005 - Water Main Over Excavation - Due to alignment problem with water Main intersecting with walkway and other piping Inside building - as authorized by Adam Excavation – 24 Yards - @\$35.00 Per Yard	\$ 840
Backfill with granular material - 24 Yards - @\$40.00 Per Yard	\$ 960
#006 - Greenhouse Foundation Removal as authorized by Adam Excavation – 7 Hours @ \$250.00 Per Hour	\$ 1,750
Labor - 6 Hours @ \$100.00 Per Hour	\$ 600
Trucking - 7 Hours @ 125.00 Per Hour	\$ 875
Material Disposal – 5 Loads	\$ 600
#007 – Tuck Point Coal Room Wall - as authorized by Adam 3 Days – 2 Labors 3 x 8 = 24 Hours x 2 Labors = 48 Hours 48 Hours @ \$100.00 Per Hour	\$ 4,800
Materials	\$ 175
#008 - Window Wall – Joint Connection – As per agreement with architect and engineer Repair of window wall and joint connection between Garage and main school Labor – 9 Hours @\$100.00 Per Hour	\$ 900
Concrete Material	\$ 390
Dale's time – 2 Hours @ \$125.00 Per Hour	\$ 250



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~~REVISED~~
REVISED

#001

November 1, 2016

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

Hochs Parking Lot Project
3rd Street Wall
Change Order

130 Yards – Lean Concrete as authorized by Adam

@\$500.00 Per Yard – Per Truck Tickets	\$65,000.00
Less - 100' x 6' x 9/12'/27 = 16.5 Yards @ \$500 = (Total Yards 113.5)	- 8,250.00
	<hr/>
	\$ 56,750.00



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REVISED

#002

November 1, 2016

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

Hochs Parking Lot Project
3rd Street Wall
Change Order

130 Yards Over Excavation as authorized by Adam

@\$35.00 Per Yard \$ 4,725.00

Less - 100' x 6' x 9/12/27 = 16.5 Yards
@ \$35,00 Per Yard = - 577.50

\$ 4,147.50



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#003

November 1, 2016

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

Hochs Parking Lot Project
Lake Ave. Wall
Change Order

13 Yards – Lean Concrete as authorized by Adam

@\$500.00 Per Yard

\$6,500.00



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REVISED

#004

November 1, 2016

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

Hochs Parking Lot Project
Rock Removal – Parking Lot
Change Order

As authorized by Adam

5 Yards - @ \$300.00 Per Yard

\$1,500.00



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#005

November 1, 2016

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

Hochs Parking Lot Project
Water Main Over Excavation
Change Order

Due to alignment problem with water main intersecting with walk way
and other piping inside building -- as authorized by Adam

Excavation - 24 Yards - @ \$35.00 Per Yard	\$ 840.00
Backfill with granular material at same location after pipe is installed - 24 Yards - @\$40.00 Per Yard	\$ 960.00
Total	<u>\$ 1,800.00</u>



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#006

November 1, 2016

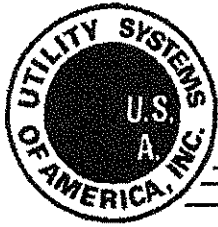
Adam Zwak
Northland Consulting Engineers
102 South 21st Avenue West
Duluth, MN 55806

Hochs Parking Lot Project
Greenhouse Foundation Removal
Change Order

As Authorized by Adam

Excavation - 7 Hours @ \$250.00 Per Hour	\$ 1,750.00
Labor - 6 Hours @ \$100.00 Per Hour	\$ 600.00
Trucking - 7 Hours @ \$125.00 Per Hour	\$ 875.00
Material Disposal - 5 Loads	\$ 600.00

Total \$ 3,825.00



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REVISED

#007

November 1, 2016

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

Hochs Parking Lot Project
Tuck Pointing Coal Room Wall
Change Order

As authorized by Adam

3 Days - 2 Laborers

3 x 8 Hours = 24 Hours x 2 Labors = 48 Hours

48 Hours @ \$100.00 Per Hour

Materials

\$ 4,800.00

\$ 175.00

Total

\$ 4975.00



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#008

November 2, 2016

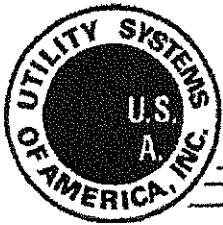
Adam Zwak
Northland Consulting Engineers
102 South 21st Avenue West
Duluth, MN 55806

RE: Hochs Parking Lot Project
Window Wall – Joint Connection
Change Order

As per agreement with architect and engineer – Adam authorized

Repair of window wall and joint connection between
Garage and main school

Labor - 9 Hours @ \$100.00 Per Hour	\$ 900.00
Concrete Material	\$ 390.00
Dale's Time – 2 Hours @\$125.00 Per Hour	\$ 250.00
	<hr/>
Total	\$ 1,540.00



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#009

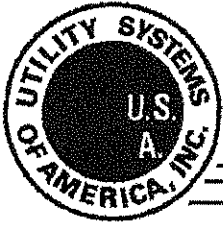
November 16, 2016

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

RE: Hochs Parking Lot Project
Change Order

Clean Rock off of 3rd Street prior to
Pouring Lean concrete
Authorized by: Braun Engineering

Vac Truck w/operator		
9 Hours @ \$500.00 Per Hour		\$4,500
Labor – 2 Laborers – 8 Hours each		
16 Hours @\$100.00 Per Hour		\$ 1,600
Dale – 4 Hours @ \$125.00 Per Hour		\$ 500
Dump Fee –		\$ 350
		<hr/>
		\$ 6,950



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#010

November 16, 2016

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

RE: Hochs Parking Lot Project

Change Order
Plan Review and Approval

Plan Review and Approval
(Not included in plans or specs)

\$ 6,489.92



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#011

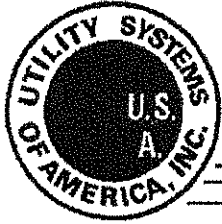
November 16, 2016

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

RE: Hochs Parking Lot Project
Change Order
Authorized by Adam Zwak

Remove Concrete Footing on Lake Avenue
Lower Man Hole

Jack Hammer and Compressor	
16 Hours @ \$50.00 Per Hour	\$ 800
Labor – 2 Laborers	
16 Hours x 2 = 32 Hours	
@ \$100.00 Per Hour	\$ 3,200
	<hr/>
	\$ 4,000



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#012

November 17, 2016

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

RE: Hochs Parking Lot Project
Lane Closure Cost
Change Order

Lane Closures - 40 Days @ \$168.34 Per Day

\$ 6,733.60



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#013

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

RE: Hochs Parking Lot Project
Temporary Water Service

Temporary Water Service

\$ 2,900.00

Memorandum

To: Doug Hasler
School Board Members

From: David J. Spooner *David J. Spooner*

Date: November 29, 2016

Re: Bid #1248-1 – HOCHS Third Street parking Lot - USA, Inc. - Change Order #4

Bid #1248-1 – HOCHS Parking Lot Improvements – Utility Systems of America, Inc. was approved at the School Board Meeting on May 17, 2016 with a base bid plus alternate #1, and CO #1 for a total of \$701,448.00.

Change Order #4 to this bid is added time for completion due to delay in start. The original start date was June 6, 2016 and completion date September 2, 2016. The actual start date was July 11, 2016 and the revised completion date in change order #2 was November 15, 2016. Due to unforeseen conditions, a new 2017 start date in CO #4 is June 12, 2017, and the new revised completion date in CO #4 is July 8, 2017. This is a no cost change.

Recommendation:

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

Attachment

Date of Issuance: 11/28/16	Effective Date: 11/28/16
Owner: ISD 709 - Bill Hanson	Owner's Contract No.:
Contractor: Utility Systems of America (USA) – Dale Cich	Contractor's Project No.:
Engineer: Northland Consulting Engineers, LLP - David Bolf, P.E.	Engineer's Project No.: 15-063-C
Project: HOCHS Parking Lot Improvements	Contract Name:

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

Description:

A meeting was held on 11/21/16 at HOCHS with ISD 709, ISD 709 legal counsel, NCE, Utility Systems of America (USA), USA's legal counsel, and Granite Re. representatives present. Various topics were discussed and agreed upon. This change order reflects the conversations and agreements made regarding contract time and winter suspension that will allow the project to be completed in 2017.

Based on the 11/21/2016 meeting at all parties agreed to hold a retainage of 125% of the value of the work remaining in 2017. The agreed upon value of remaining work is \$ 40,000.00 + 25% (\$10,000.00) of the remaining work = \$40,000.00+\$10,000.00 = \$ 50,000.00 .

It was also agreed that work will commence on **Monday June 12, 2017** and all work will be complete **Saturday July 8, 2017**. It was further agreed that ISD 709 will not assess liquidated damages if work is completed July 8, 2017. Utility Systems of America and its subcontractors also agree that no delay claim will be made.

Requirements prior to Winter Suspension:

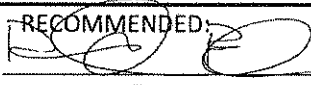
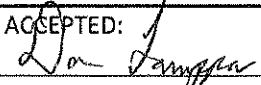
- 1) USA must complete the railings, lighting, water service tie over and stair by December 30th, 2016.
- 2) USA must also place jersey barriers to protect the light pole bases over the winter suspension as discussed on site.
- 3) USA must also maintain the site for erosion control over the course of the winter suspension.

CHANGE IN CONTRACT TIMES:

Original Start Date:	June 6, 2016
Original Completion Date:	September 2, 2016

Previous Revised Completion Date:	November 15, 2016
--	--------------------------

2017 Start Date:	June 12, 2017
Revised Completion Date:	July 8, 2017

By: <u></u> Engineer	By: _____ School Board Chair (Authorized)	By: <u></u> Contractor (Authorized Signature)
Name: <u>David Bolf, P.E.</u>	Name: <u>Annie Harala</u>	Name: <u>Dan Lamppa</u>
Date: <u>11/28/16</u>	Date: _____	Date: <u>11-28-16</u>

With signature of document, party agrees to all work, contract times and agreements listed.

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	Betty Bunten Bullington	\$150.00	Executive Board
Denfeld	Key Club at Denfeld	\$528.34	For Art Supplies
Denfeld	Claudia Anderson	\$100.00	Drama Dept
Denfeld	Various/Community Donation Box	\$216.00	Robotics
Denfeld	Sandy Bergerson	In Kind	Clare Chopp Orchestra Teacher
Denfeld	Russell E Strom	\$400.00	Boys Hockey
Denfeld	Class of 64 C/ Elaine Mundle	\$149.54	Claudia Anderson Secretary for Greater Denfeld Foundation Grant Acct
East	Celine A. Campbell	\$200.00	Executive Board
East	The Electric Fetus	\$100.00	Executive Board
East	Margaret Sutherland	\$100.00	Executive Board
East	Kris Larson	\$125.00	Executive Board
East	Patrick Heffernan	\$50.00	Executive Board
East	Frederic Anderson	\$150.00	Executive Board
East	Gary Black	\$50.00	Executive Board
East	Mary Davis	\$50.00	Executive Board
East	George Telatis	\$100.00	Executive Board
East	Pizza Luce	\$200.00	Executive Board
East	Cole Peterson	\$100.00	Executive Board
East	John Graham	\$70.00	Executive Board
Curriculum	Carolyn Zanho	In kind	None

SCHOOL	DONOR	AMOUNT	RESTRICTION
East	Steven & Barbara Payette	\$180.00	Executive Board
East	John Morrison	\$200.00	Executive Board
East	Emily Nothacker	\$50.00	Executive Board
East	Steven Butchart	\$50.00	Executive Board
East	Kristy Gilreath	\$50.00	Executive Board
East	Chongwan Park	\$50.00	Executive Board
East	Keith Salfer	\$50.00	Executive Board
East	Jeffrey Jarvela	\$50.00	Executive Board
East	Fischer Legal Services	\$200.00	Executive Board
East	Paul Johnston	\$200.00	Executive Board
East	Northern Waters Smokehaus	\$50.00	Executive Board
East	Geri McGivern	\$65.00	Executive Board
East	Teresa Alpach	\$50.00	Executive Board
East	Clearwater Composite	\$150.00	Executive Board
East	MPECU	\$50.00	Executive Board
East	Duluth Library Foundation	\$120.00	Sterling Strings Orchestra
East	Lakeside Gallery	\$100.00	Executive Board
East	Gary Hovland	\$50.00	Executive Board
East	Douglas Hoffman	\$50.00	Executive Board
East	Lakewalk Brewery & Cafe	\$300.00	Executive Board
East	Lakewalk Surgery Center, Inc.	\$500.00	Robotics
East	Northeast Area Labor Council C/O Beth McCuskey	\$200.00	Choir
East	Gary Black and Celeste Curley-Black	\$100.00	Drama Dept
East	Grandma's Marathon	\$200.00	Sterling Strings Orchestra
East	East Foundation	\$100.00	Sterling Strings Orchestra
East	Andrew Marks	\$150.00	Executive Board

SCHOOL	DONOR	AMOUNT	RESTRICTION
HOCHS	Whole Foods Co-op	\$2,000.00	Middle school farm field trips
Homecroft	Catherine Bianchet	\$20.00	No
Homecroft	Richard & Mildred DeBolt	\$25.00	No
Homecroft	Ann Fleming	\$100.00	No
Homecroft	Jacob & Kathrynne Dryke	\$200.00	No
Lester Park	Curtis Phillips & Beth Cash	\$50.00	No
Lester Park	Gretchen Cash	\$175.00	No
Lester Park	Joan Luther	\$50.00	No
Lester Park	Emily & Ted Cash	\$50.00	No
Lester Park	Art in the Alley	\$100.00	No
Lincoln Park	Perkins Restaurant	\$150.00	Pawsitive Perks Program
Lincoln Park	Glensheen	\$30.00	Pawsitive Perks Program
Lincoln Park	Susan Cohen - State Farm Agency	\$250.00	Pawsitive Perks Program
Lincoln Park	Target	\$25.00	Pawsitive Perks Program
Lincoln Park	Edgewater Hotel and Waterpark	\$228.04	Pawsitive Perks Program
Lincoln Park	Olive Garden Restaurant	\$514.24	Family Night
Lincoln Park	Grandmas	\$50.00	No
Lincoln Park	Duluth Childrens Museum	\$162.00	No
Lincoln Park	Vertical Endeavors	\$96.00	No
Lincoln Park	DECC	\$48.00	No
Lincoln Park	Toasty's Sandwich Shop	\$60.00	PAWS Program
Ordean-East	Autisum Association of Northern MN	\$2,800.00	Purchase adapted equipment and curriculum for students with special needs in the DCd/SMI setting 3 program at Ordean East MS.
	Total	\$13,337.16	

RESOLUTION
2017 Legislative Platform

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the attached 2017 Duluth School District Legislative Platform be adopted.

About ISD 709

The Duluth Schools serve the city of Duluth and certain outlying areas beyond the city limits. This area constitutes 328 square miles. The majority of the schools serving the district lie within the city limits. These schools are located within or near a ribbon of land two miles wide and seventeen miles long which follows the shoreline of Lake Superior and the St. Louis River.

The Duluth School system currently provides service to 8,600 students in the city of Duluth and outlying townships, including PreK and ECFE programs and education at the Area Learning Center and Secondary Vocational Programs.

Independent School District 709 is committed to ensure that all requirements in hiring, training, promotion, personnel management practices and collective bargaining agreements are structured and administered in a manner which furthers equal employment principles.

Legislative Platform 2017

Thank you for supporting these important issues during the 2016 legislative session. In the Duluth Public Schools we strive to reach every student every day. We all play a role in helping the young people of our community to be successful. Your efforts help to improve our schools, our community, and our future!

**ISD
709 Duluth
Public Schools**

215 N 1st Ave E,
Duluth, MN 55802
2218-336-8700

Legislative Platform 2017



**ISD
709 Duluth
Public Schools**

General Education Funding

Increase the general education formula and provide an ongoing adjustment to protect against the negative impacts of inflation. Additional funding is needed in order to properly address many needs including reducing class size, retaining investments in PLCs, PBIS, and other efforts designed to reduce the achievement gap.

Mental Health Professionals

Essential mental health professionals have been reduced in an effort to maintain reasonable class sizes and programs as financial support of schools has fallen behind. Minnesota now has one of the highest counselor to student ratios in the country--at a time when mental and chemical health needs of students are an increasing priority. Ongoing fully funded positions are needed to sustain the availability of mental health professionals in all K-12 schools.

Special Education

Full funding of special education services as identified in state statute. Eliminate the special education expenditure disparity with charter schools.

Increase Support for Full-service Community Schools Model

Continue and expand the support of full-service community schools. This important work removes barriers to learning allowing all students to be more successful. Increasing the funding of this initiative will allow for additional sites to be included.

School Based Early Education Programs

Fully fund the expansion of school-based early education programs allowing for school district flexibility in implementation and design to best meet the needs of the local community.

Mandate Reform & Reduction

Mandates that have negative, unintended consequences should be considered for repeal or revision. Included would be system-wide technology infrastructure investments that would result in enhanced efficiency, eliminating mandated newspaper publishing that could be more effectively done via websites and provide funding to implement staff evaluation systems.

Election Enhancements

Increase the filing fee for school board candidates to a level equal with other local election candidates in order to more adequately offset the costs of providing required documents. In addition, allow the Duluth School District an opportunity to realize the cost reduction made possible by moving to even-year elections.

Removal of Rubber Mulch Playground Cover

The use of shredded rubber mulch for playground cover has become a topic of increasing concern among educators, parents, and community members. After months of reviewing research, a parent-led study of local materials, and community discussions, the Duluth School Board has supported the removal of shredded rubber mulch from playgrounds. It is required that rubber mulch is handled as a hazardous waste material requiring specially trained professionals to remove and track the disposal process. This further supports the concerns of stakeholders that shredded rubber may not be an appropriate material to be used on school playgrounds. We are requesting funding, or authorization to spend Long-Term Facilities Maintenance revenue, to replace shredded rubber mulch with another material.

Facilities Renewal

While there have been legislative actions to help some districts across the state to renew or rebuild aging school facilities, other communities who had already made investments did not receive that same support. Providing funding to subsidize these communities' projects, or removing debt service levy limit restrictions for debt relating to such projects, would bring equity to those districts who made investments prior to these changes.

RESOLUTION
Certified Tax Levy 2016 Payable 2017

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2016 Payable 2017 at \$31,816,091.64.

ISD 709 - Duluth Public Schools
 2016 Pay 2017 LEVY (11/09/16)
 Comparison to Prior Year

ITEM	CERTIFIED 2015 PAY 16	2016 PAY 17	Change	Comments
RMV Referendum	\$2,771,300.34	\$2,841,343.87	\$70,043.53	\$ 423,814 in aid
Local Optional	\$3,794,884.80	\$3,723,780.00	(\$71,104.80)	All levy
Equity	\$447,510.00	\$439,125.00	(\$8,385.00)	All levy
Transition	\$433,995.19	\$426,653.85	(\$7,341.34)	All levy
Operating Capital	\$1,066,923.42	\$855,833.00	(\$211,090.42)	\$1,079,350 in Aid
Achieve. & Integration	\$486,677.39	\$492,837.57	\$6,160.18	\$1,145,289 Aid
Reemployment Insurance	\$234,987.00	\$109,430.00	(\$125,557.00)	All levy
Safe Schools	\$322,207.20	\$316,170.00	(\$6,037.20)	Pays for SRO's
Career & Technical	\$262,185.24	\$262,185.24	\$0.00	All levy
Annual OPEB	\$622,287.00	\$606,380.00	(\$15,907.00)	All levy
Other Referendum	\$0.00	\$0.00	\$0.00	
LT Facil Maint Unequalized	\$1,386,557.00	\$2,057,466.00	\$670,909.00	All Levy
Building/Land Lease	\$393,514.00	\$397,831.00	\$4,317.00	Lease contracts
Alternative Facilities	\$0.00	\$0.00	\$0.00	
Student Achievement	\$214,054.88	\$108,601.18	(\$105,453.70)	
Health Benefits	\$0.00	\$0.00	\$0.00	
Tree Growth	\$1,914.04	\$1,914.04	\$0.00	
Sub-total for General Fund	\$12,438,997.50	\$12,639,550.75	\$200,553.25	1.6%
Basic Community Ed	\$653,743.40	\$653,743.40	\$0.00	All levy
ECFE	\$242,545.58	\$254,131.42	\$11,585.84	\$458,220 in Aid
Home Visiting	\$8,331.20	\$7,841.81	(\$489.39)	
Adults w/Disabilities	\$30,000.00	\$30,000.00	\$0.00	
School-Age Care	\$90,000.00	\$90,000.00	\$0.00	
Sub-Total for Community Ed	\$1,024,620.18	\$1,035,716.63	\$11,096.45	1.1%
Initial Debt Service	\$20,032,062.36	\$19,641,327.36	(\$390,735.00)	\$777,064 in aid
Sub-Total for Debt Service	\$20,032,062.36	\$19,641,327.36	(\$390,735.00)	-2.0%

ADJUSTMENTS:	CERTIFIED 2015 PAY 2016	2016 PAY 2017	Change	
RMV Referendum - FY 17	\$408,901.18	\$2,099.31	(\$406,801.87)	
RMV Referendum - FY 15	\$36,918.29	(\$36,302.32)	(\$73,220.61)	
Equity - FY17	\$0.00	(\$6,855.00)	(\$6,855.00)	
Transition - FY17	(\$721.81)	(\$5,854.80)	(\$5,132.99)	
Equity - FY 15	(\$2,619.70)	(\$2,522.00)	\$97.70	
Transition - FY 15	(\$2,619.70)	(\$2,413.62)	\$206.08	
Operating Capital - FY 17	\$3,330.16	(\$68,081.66)	(\$71,411.82)	
Operating Capital - FY 15	(\$4,659.48)	\$3,561.99	\$8,221.47	
Achieve. & Integration - FY 17	\$1,729.05	\$11,083.13	\$9,354.08	
Integration - FY 15	\$0.00	(\$62,932.87)	(\$62,932.87)	
Reemployment Ins. - FY15	(\$91,439.92)	(\$196,774.80)	(\$105,334.88)	
Safe Schools - FY 15	(\$2,955.90)	\$18,276.12	\$21,232.02	
Local Optional Adj - FY 17	\$0.00	(\$58,130.40)	(\$58,130.40)	
Other Adjs	\$16,346.74	(\$169.73)	(\$16,516.47)	
Pay 14 Building/Land Lease	\$4,710.22	\$16,302.22	\$11,592.00	
Location Equity Adj - FY 15	\$0.00	(\$10,693.28)	(\$10,693.28)	
FY 2014 Annual OPEB	(\$595,141.00)	\$0.00	\$595,141.00	
Career Technical - FY15	\$2,312.99	\$1,424.93	(\$888.06)	
Abatement	\$0.00	\$13,302.88	\$13,302.88	
Advance Abatement	(\$124.50)	(\$13,141.38)	(\$13,016.88)	
Sub-Total for General Fund	(\$226,033.38)	(\$397,821.28)	(\$171,787.90)	76.0%
Home Visiting - FY 16	(\$339.20)	(\$163.20)	\$176.00	
School-Age Care - FY 14	(\$1,165.11)	(\$5,623.79)	(\$4,458.68)	
ECFE - FY 16	(\$457.88)	\$0.00	\$457.88	
Adults w/Disabilities	(\$2,113.93)	\$0.00	\$2,113.93	
Abatement	\$0.00	\$199.97	\$199.97	
Advance Abatement	(\$36.60)	(\$1,288.08)	(\$1,251.48)	
Sub-Total for Community Ed	(\$4,112.72)	(\$6,875.10)	(\$2,762.38)	67.2%
LTFM Debt Service Adj	\$0.00	\$0.00	\$0.00	
Reduction for Debt Excess	(\$118,294.57)	(\$1,109,545.52)	(\$991,250.95)	
Abatement	\$0.00	\$33,125.25	\$33,125.25	
Advance Abatement	\$2,307.51	(\$19,386.45)	(\$21,693.96)	
Sub-Total for Debt Service	(\$115,987.06)	(\$1,095,806.72)	(\$979,819.66)	844.8%
General Fund	\$12,212,964.12	\$12,241,729.47	\$28,765.35	0.2%
Community Ed	\$1,020,507.46	\$1,028,841.53	\$8,334.07	0.8%
Debt Service	\$19,916,075.30	\$18,545,520.64	(\$1,370,554.66)	-6.9%
TOTAL LEVY	\$33,149,546.88	\$31,816,091.64	(\$1,333,455.24)	-4.0%

ITEMS IN BOLD Indicate those items where an underlevy will create a reduction in state aid and/or some other adverse adjustment to a current or future levy.

Expenditure Contracts Signed – November 2016

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

Expenditure Contracts

Name	Amount	Source	Description
SOAR	\$3,840.00	Adult Basic Education	Opportunity Youth of Duluth project
Jeremy Davis	\$500.00	American Indian Education	Culturally based activities and Ojibwe style drumming instruction
Jonathan Thunder	\$2,500.00	American Indian Education	American Indian Arts and Culture classes and presentations
Darian Wakefield	\$500.00	American Indian Education	Culturally based activities and Ojibwe style drumming instruction
Jeremy Wilson	\$3,000.00	American Indian Education	Culturally based activities and Ojibwe style drumming instruction
Segue Consulting Partners	\$1,800.00	Curriculum	Art workshop on “Standards Based Assessment in Arts Classrooms”
John Hoban	\$15,000.00	Facilities	School equipment maintenance mechanic
F Squared	\$10,751.08	Facilities	Water conservation project for Congdon Park Elementary School
Wolf Ridge	\$13,000.00	Homecroft	3 day Wolf Ridge trip in March, 2017
Creation Station	\$1,065.00	Special Services	Preschool planning as required by IEP
Duluth Preschool Blended Classroom	\$2,205.00	Special Services	Preschool planning as required by IEP
Duluth Preschool Blended Classroom	\$735.00	Special Services	Preschool planning as required by IEP
Lakeview Christian Academy	\$22,630.00	Transportation	Transportation reimbursement



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education** have come together to implement the *Opportunity Youth of Duluth* project funded by Opportunity Reboot, a Social Innovation Fund project.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

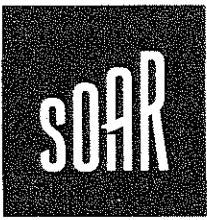
1) Description of Partner Agencies

SOAR Career Solutions (SOAR) is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 11,600 individuals have received services.

Life House is a 501(c)3 organization that has provided homeless and street youth ages 14-23 with a safe alternative to the streets, supportive housing, and comprehensive stabilization services for 25 years. The mission of Life House is to reconnect homeless and street youth to their dreams. Our vision is that no youth will be left homeless, alone, uncared for, or fending for themselves on the streets.

Woodland Hills is a part of a 106-year history of helping children reach their potential. This history began in 1909, as the St. James Home of Duluth – an orphanage run by the Catholic Diocese. In 1971, Woodland Hills was founded as a 501(c)3 non-profit and took up the Diocese mission of helping youth make profound and durable changes in their lives. Today, Woodland Hills continues this legacy as a profound champion of children. All programs and services are open to boys and girls and operate under our five guiding principles: caring, commitment, courage, integrity and learning.

Duluth Workforce Development has been serving the Duluth, Minnesota community since 1968, with quality employment services. We specialize in providing individualized services to program participants and employers alike. The office provides a number of employment, job training, and career assistance programs for individuals who are out of work or who have suffered job loss for a variety of reasons. It



also provides information for employers who may be considering employing individuals who have participated in these programs.

Lake Superior College (LSC) is located in Duluth, MN and is a part of the Minnesota State University system. LSC provides more than 90 certificate, diploma and associate degree programs in career/technical fields. They also offer pre-baccalaureate majors for student interested in transferring to a 4-year college or university and provides nearly 200 classes online each semester.

Duluth Public Schools Independent School District #709 will work to build on shared beliefs and values of unity, high achievement and responsible use of resources to create Duluth Public Schools and classrooms that are safe, supportive and inclusive. ISD 709 will work to inspire every student to achieve their potential, and prepare students to lead productive, fulfilling lives as citizens of Duluth and the wider world.

ISD #709 - Duluth Adult Basic Education is a division of the Duluth Pubic School System's Community Services Programs. Classes and tutoring are offered in basic skills development (math, reading, writing, computer basics), GED preparation, English as a second language for immigrants and refugees, and transition skills for students wishing to enter post-secondary education or the job market.

II) Purpose and Scope:

SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education will collaborate to implement the Opportunity Youth of Duluth project. The project will increase employment readiness skills for "Opportunity Youth" ages 16-24 through stabilization support, relationship building, career exploration services, work experiences, soft-skills training, self-awareness trainings, education and employment opportunities. The Opportunity Youth of Duluth project works to obtain the goal and objectives outlined in the *Project Workplan* and as described in the *Grant Narrative*:

Goal: Improved Educational and Career Attainment for Opportunity Youth ages 16-24

Objective 1: Increase access and coordination of stabilization supports for Opportunity Youth

Objective 2: Increase work readiness skills for Opportunity Youth

Objective 3: Increase access to in-demand careers



III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education will:

- 1.) Follow *Marketing Guidelines* as required for Social Innovation Fund.
- 2.) When applicable, regularly participate in Opportunity Youth of Duluth meetings.
- 3.) Identify and pursue funding opportunities to meet the required 1:1 cash match.
- 4.) Ensure grant outcomes and objectives are met.
- 5.) Ensure proper documentation supports success measures and benchmarks and submit to SOAR in accordance with the timeline outlined below.
- 6.) Retain all documentation for a minimum of six years.

SOAR will:

- 1.) Serve as the fiscal host and grant administrator;
- 2.) Serve as the liaison between Opportunity Reboot partners and Opportunity Youth of Duluth agencies.
- 3.) Facilitate regular meetings with Opportunity Youth of Duluth partner agencies for the purpose of providing collaborative oversight of the project.
- 4.) Facilitate regular meetings with Opportunity Youth of Duluth program staff for the purpose of implementation of the project, identify issues and solutions; and
- 5.) Identify and serve Opportunity Youth;
- 6.) Conduct initial assessments;
- 7.) Provide evidence-based, comprehensive re-entry services; and
- 8.) Provide direct employment and training services.

Life House will:

- 1.) Conduct initial assessments and referrals to the appropriate partner agencies.
- 2.) Provide stabilization services including but not limited to basic needs such as food, clothing and supportive housing.
- 3.) Provide no-cost/no-insurance mental health therapy, drug counseling, and parenting education.
- 4.) Provide on-site educational support including GED tutoring and preparation, high school diploma and credit recovery.



- 5.) Provide "Transitional Employment" program to participants designed to build pre-employment work readiness skills, financial literacy, 21st century business skills, entrepreneurial skills, business plan development and implementation and independent living skills while providing paid training and employment opportunities on-site.

Woodland Hills will:

- 1.) Provide assessments to determine program eligibility.
- 2.) Co-deliver work readiness curriculum.
- 3.) Conduct post-assessments to support program evaluation and scalability.

Duluth Workforce Development will:

- 1.) Assist with program recruitment and engagement. Job counselors will inform and connect eligible youth to the program.
- 2.) Connect program participants to training opportunities and job search assistance at the Duluth Workforce Center.
- 3.) Facilitate career exploration activities by conducting interest inventory assessments, facilitate employer visits and/or establish job shadow opportunities.
- 4.) Provide paid, community-based work experience for eligible youth.
- 5.) Engage with employers to develop internship opportunities for program participants in areas of career interest.
- 6.) Introduce participants to dual training and apprenticeship training opportunities in manufacturing through the Minnesota Advanced Manufacturing Partnership Program
- 7.) Maintain ongoing contact with the partners to ensure the needs of participants are met.

Lake Superior College will:

- 1.) Direct access to Academic Advisors who will help participants understand the eligibility and admissions criteria for enrollment in LSC academic programs.
- 2.) Help Seek additional funding to create new non-credit, skills-based training programs to help participants prepare for high wage, high demand occupations.
- 3.) Identify educational programs that support and align with the Duluth Workforce Board's Career Pathway's initiative as mandated by Workforce Innovation and Opportunity Act.



Duluth Public Schools Independent School District #709 will:

- 1.) Provide in-school academic instruction.
- 2.) Identify and refer eligible youth to the Opportunity Youth of Duluth project.

Duluth Adult Basic Education will:

- 1) Provide basic skill assessment utilizing the Test of Adult Basic Education (TABE) which is recognized by the state of Minnesota as a means of assessing skill level in reading and math.
- 2) 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 meet the challenges of industry specific training.
- 3) Provide academic support and instruction for participants who lack a high school credential either in a stand-alone instructional format prior to entrance to secondary education or throughout a training program with the goal of acquiring the high school credential prior to program completion.
- 4) Provide integrated instruction for any selected college or training curriculum.
- 5) Utilize whole cohort instruction and support, small group practice, as well as individual academic support to address the unique needs of students.
- 6) Provide Accuplacer test preparation for those students within the cohort interested in continuing along the career pathway beyond the initial identified training.
- 7) Support developmental classes at the Lake Superior College main campus.

Financial and Progress Reports:

Payment to partner agencies is contingent upon receipt of \$636,000 (\$212,000 each year for three years).

Payment requests and progress reports must be submitted to SOAR no later than 7 days after the end of the quarter to ensure payment. Documentation to support these payment requests do not need to be submitted, but retained at each respective agency and must be available to show in the event of an audit.

Due dates are as follows:

July 7, 2016	July 7, 2017	July 7, 2018
October 7, 2016	October 7, 2017	October 7, 2018
January 7, 2017	January 7, 2018	
April 7, 2017	April 7, 2018	



Maximum payment:

Receipt of grant funding from YouthPrise is contingent on the required 1:1 match. Below represents the funding allocated to each agency for three years.

SOAR Career Solutions: \$106,021 per year for three years

Life House: \$72,782 per year for three years

Woodland Hills: \$18,655 per year for three years

Duluth Workforce Development: \$13,262 per year for three years

Duluth Adult Basic Education: \$1,280 per year for three years

IV) Timeline

Responsibilities under this Memorandum of Understanding will coincide with the Opportunity Reboot Grant timeline of April 1, 2016 – March 31, 2019.

V) Signatures

SOAR Career Solutions (SOAR), Life House, Woodland Hills, Duluth Workforce Development, Lake Superior College, Duluth Public Schools Independent School District #709 and Duluth Adult Basic Education agree to collaborate and provide services as detailed above and pursuant to the program narrative of the grant application.

BY: _____ DATE: _____
Executive Director, SOAR Career Solutions

BY: _____ DATE: _____
Executive Director, Life House

BY: _____ DATE: _____
CEO, Woodland Hills

BY: _____ DATE: _____
Manager, Duluth Workforce Development

BY: _____ DATE: _____
Executive Director Workforce and Community Development, Lake Superior College

BY: W. L. Hanson DATE: 11/9/16
~~Superintendent, Duluth Public Schools ISD#709~~
CFO

BY: _____ DATE: _____
Coordinator, Duluth Adult Basic Education

AGREEMENT

THIS AGREEMENT, made and entered into this day of October 24th, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Davis 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 October 24th, 2016 and shall remain in effect until June 30th, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide culturally based activities and Ojibwe style drumming instruction for DPS students through the American Indian Education Department. Fee for cultural presentation will be \$50.00 (Fifty Dollars) per session.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 (Five hundred dollars) Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail: 315 N LAKE AVE # 328 DULUTH, MN 55806

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

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

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

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

except by written agreement of the parties.

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

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

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

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

Workers' Compensation Insurance: Contractor must provide 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.

Darion S. Wakefield _____ 11-2-16
Contractor Signature SSN/ Tax Identification Number Date

[Signature] _____ 10/27/16
Program Director Date

[Signature] _____ 10/27/16
Director of Curriculum and Instruction Date

[Signature] _____ 11/3/16
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19th of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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 09/19/16, and shall remain in effect until 8/30/17, 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.** Jonathan Thunder, a world renowned American Indian Artist from the Red Lake Nation will be on contract with DPS American Indian Education Department to provide American Indian Arts and Culture classes and presentations to students/staff. His rate will be \$50.00/per session or \$500.00/all day.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00 Two thousand and five hundred dollars. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, 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 Jonathan Thunder; 315 N. Lake Ave. #406 Duluth. Mn 55806.

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

12. **Modification or Amendment.** No amendment, change or modification of this

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.

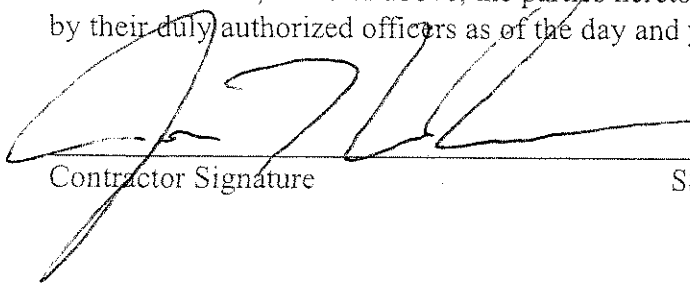
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.



Contractor Signature

SSN/ Tax Identification Number

Oct 3, 2016
Date

[Handwritten Signature]

Program Director

10/18/16

Date

[Handwritten Signature]

Director of Curriculum and Instruction

10/4/16

Date

[Handwritten Signature]

Director of Business Service / Superintendent of Schools

11/7/16

Date

AGREEMENT

THIS AGREEMENT, made and entered into this day of October 24th, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Darian Wakefield 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 October 24th, 2016 and shall remain in effect until June 30th, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide culturally based activities and Ojibwe style drumming instruction for DPS students through the American Indian Education Department. Fee for cultural presentation will be \$50.00 (Fifty Dollars) per session.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 (Five hundred dollars) Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail: 513 N. 10th Ave E. Duluth MN 55805

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

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

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

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

except by written agreement of the parties.

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

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

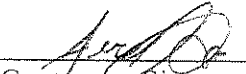
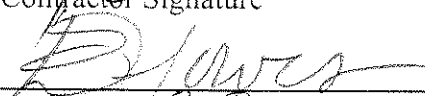

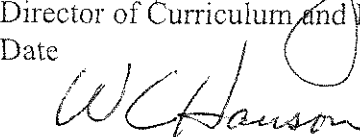
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

	_____	11/2/16
Contractor Signature	SSN/ Tax Identification Number	Date
	_____	10/27/16
Program Director		Date
	_____	10/27/16
Director of Curriculum and Instruction		Date
	_____	11/3/16
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 09/21/16, and shall remain in effect until 8/30/17, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Contractor will provide culturally based activities and Ojibwe style drumming instruction for DPS students through the American Indian Education Department. Fee for Cultural presentation will be Fifty Dollars (50.00) per session. Fee for teaching singing/drumming will be Seventy-five dollars (75.00) per session.
3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed Three Thousand Dollars (3,000) 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:

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

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

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

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

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


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

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

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

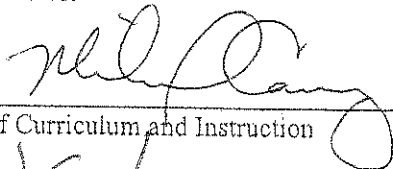
11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

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




Program Director

10/10/16
Date



Director of Curriculum and Instruction

11/4/16
Date



Director of Business Service / Superintendent of Schools

11/7/16
Date

AGREEMENT

THIS AGREEMENT, made and entered into this ___8th___ day of ___November___, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___November 8, 2016___, and shall remain in effect until ___December 2, 2016___, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)

Dr. Wendy Barden, Segue Consulting Partners, will plan and present a one-day workshop to regional arts teachers "Standards Based Assessment in Arts Classrooms". Fee paid for up to 20 teachers to attend the one day workshop - funds from the NE MN Regional Perpich Grant.

(More info on last page of contract.)

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1,800.00 - One thousand, eight hundred dollars (\$1,100-workshop fee, snacks/beverages, \$350.00-workshop room rental & \$350-hotel, meals and mileage)__. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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 Teri L. Akervik, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail (mailing address including Zip Code)

15223 Lake Street Ext., Minnetonka, MN 55345

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.

Event Date: Dec 02, 2016

Event Location: Hampton Inn & Suites, 310 Canal Park Duluth, MN 55802
201-720-3000 (hotel phone)

Event Time: 8:30 am - 4:00 pm

Event Description:

Is your school moving into a standards-based system, and you are looking for examples from an arts classroom (rather than math or language arts)? Here is an opportunity to discuss the research and practical implementation of standards-based teaching and learning in an arts classroom with an experienced arts educator. Our work will include:

- Developing reporting standards in the arts
- Understanding standards-based assessment design with checklists and rubrics
- Examining the power of student reflection and teacher feedback
- Exploring activities and assessments that tap students' higher-level thinking
- Recognizing the prominence of "participation" or "studio time"
- Assigning grades from standards-based evidence
- Collaborative thinking with others who teach the same arts classes you do

The registration fee includes materials and morning/afternoon snacks. One hour is planned for lunch on your own.

AGREEMENT

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THIS AGREEMENT, made and entered into this 2nd day of November, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Mr. John K. Hoban**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Wednesday, November 2, 2016, and shall remain in effect until Friday, April 28, 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.** To work in the capacity as a School Equipment Maintenance Mechanic, performing work as assigned or directed, between the hours of 6:00 AM to 2:30 PM, Monday through Friday, for up to 26 weeks. Tasks assigned will be directly related to the attached position description. (Addendum A)
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement;
 2. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$32.03 per hour, up to a sum not to exceed \$15,000.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

9. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: John K. Hoban, 3352 Lindahl Road, Duluth MN 55810

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

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

12. **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.

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 7 days written notice to the other party as provided for in this Agreement.

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

ISD 709 Employee
William Hanson

Position
CFO/Director of Business Services

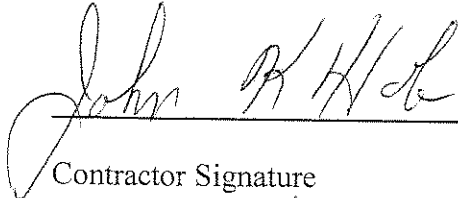


The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

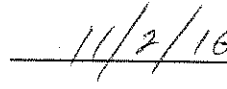
ISD 709 Employee
David Spooner

Position
Manager of Facilities


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



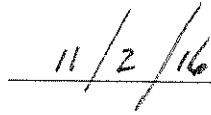
Contractor Signature



Date



CFO/Executive Director of Business Services



Date



Memorandum

To: Bill Hanson

From: Dave Spooner *Dave Spooner*

Date: November 17, 2016

Re: F Squared Utility Optimization for Congdon Park

Attached are three copies of an Agreement from F Squared, a water usage optimization company, to install their proprietary components as per proposal, into Congdon Park School. This proposal has identified a guaranteed 4 year ROI, with annual water and energy savings projected to be \$2687.77. Total installation cost is \$10,751.08, and I understand this will be funded from program 810 Maintenance.

This is a guarantee savings Agreement as per terms. Should the District not realize identified savings, F Squared will rebate the District the difference as identified in the Agreement.

For some history, water optimization was value engineered out of the LRFP projects. After much review over the past year, both Kerry and I feel this technology should be tested in one school, and if proven effective with funds allocated, that this technology should be implemented district wide.

I am recommending approval of this agreement with F Squared, to install their proprietary components as per proposal into Congdon Park School. After review, and if you concur, please sign attached copies of the Agreement and return them to Facilities Management office for processing.

Attachments

October 5, 2016

Proposal # 0211DLH

Proposal Overview

F Squared Tech, Inc. is proposing to deploy its Water Optimization Program for ISD #709's Congdon Park Elementary School property (Client). Retrofitting Client's toilets, sinks, and tuning the water system to reduce the amount of water consumed while maintaining performance and customer experience. The reduction in water consumption will result in lower water and sewer costs, and decreased long-term maintenance costs. Savings are achieved through a combination of proprietary parts and experienced engineers who tune the system to create the optimal balance between pressure and volume.

Retrofit Detail:

- Retrofit Existing Flush-o-Meter (Toilets and urinals)
 - Replace vacuum breaker, handle repair kit, O ring at stop W.C. Inner-Cap, modified A38 A kit & Spud, and add sediment screen
- Retrofit Sinks
 - Remove Aerator & Replace with Moderator

Retrofits do not include replacement of angle stops that are defective. Your retrofit investment includes all materials, labor, and any applicable taxes.

Parts and Labor Warranty

Labor is warrantied for 90 days, and all F Squared manufactured parts are warrantied for 20 years. Parts not manufactured by F Squared are covered under each manufacturers stated warranty.

Fixture Summary:

- 3 Kitchen Sinks
- 27 Bathroom Sinks
- 33 Room Sinks
- 75 Flush-o-Meter Kits (toilets and urinals)

Warranty.

Equipment. The equipment installed by Consultant that is manufactured by JMD Logix, Inc. (JMD), a subsidiary of F Squared Tech, Inc., shall be free of defects for a period of twenty (20) years from installation, but is limited solely to the price of replacement of the specific defective part. Owner acknowledges that not all equipment installed by Consultant is manufactured by JMD and the warranty for such equipment shall be that provided by the manufacturer of such equipment. If equipment is installed by Consultant, the installation shall be free of defects for a period of (90) ninety days from installation. NOTWITHSTANDING ANY PROVISIONS HEREIN TO THE CONTRARY, consultant

HAS NOT MADE, AND WILL NOT MAKE ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, EQUIPMENT DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF owner, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND consultant SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO owner OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE WORK, THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

The warranty provided by this Section is subject to the following limitations:

- The repair or replacement of any part shall not extend the warranty period.
- Damage or defects resulting from misuse, neglect, accident and alternative installation are not within the scope of the warranty.
- The warranty does not apply to any part of Owner's water and/or sewer system that has been repaired or altered by anyone other than Consultant or on behalf of Consultant.
- In the event of an equipment malfunction, Owner shall report it to Consultant. Consultant shall promptly dispatch its representative to the site to repair or replace defective parts.

This warranty does not apply to:

- External causes of damage.
-
- Misapplication of the equipment.
-
- Bodily or personal injury of any kind.
-
- Property damage.
-
- Incidental expenses.

Current Student/Staff, Visitor Usage

Water / Sewer Rate:		\$10.10		Per 1,000 Gallons						
# of Days Per Person Per Year		179		179		179				
Unit Type	Number of Units	Flow Rate (Gals)	Number of Students	Number of Visitors	Number of F.T. Staff	Ave. Flow Minutes Per Day	Occupant Usage Per Day	Current Water Consumption in Gallons	Cost	
Flushometers	49	2.5	586				0.75	196676	\$	1,986
Flushometers	49	2.5		15			0.5	3356	\$	34
Flushometers	49	2.5			48		2	42960	\$	434
Urinals	26	1.5	586				0.5	78671	\$	795
Urinals	26	1.5		15			0.5	2014	\$	20
Urinals	26	1.5			48		0.5	6444	\$	65
Room Sinks	33	2.2	586			0.22		50769	\$	513
Room Sinks	33	2.2			48	0.33		6238	\$	63
Kitchen Sinks	3	2.5			48	0.33		7088	\$	72
Bathroom Sinks	27	2	586			0.33		69230	\$	699
Bathroom Sinks	27	2		15		0.33		1772	\$	18
Bathroom Sinks	27	2			48	1.5		25776	\$	260
Janitorial Sinks	3	2.5			48	0.001		21	\$	0
Total	Annual Usage in Gallons							491,015	\$	4,958

Projected Student/Staff, Visitor Usage

Water / Sewer Rate:		\$10.10		Per 1,000 Gallons						
# of Days Per Person Per Year		179		179		179				
Unit Type	Number of Units	Flow Rate (Gals)	Number of Students	Number of Visitors	Number of F.T. Staff	Ave. Flow Minutes Per Day	Occupant Usage Per Day	Current Water Consumption in Gallons	Cost	
Flushometers	49	1.6	586				0.75	125873	\$	1,271
Flushometers	49	1.6		15			0.5	2148	\$	22
Flushometers	49	1.6			48		2	27494	\$	278
Urinals	26	0.75	586				0.5	39335	\$	397
Urinals	26	0.75		15			0.5	1007	\$	10
Urinals	26	0.75			48		0.5	3222	\$	33
Room Sinks	33	1.5	586			0.22		34615	\$	350
Room Sinks	33	1.5			48	0.33		4253	\$	43
Kitchen Sinks	3	2.5			48	0.33		7088	\$	72
Bathroom Sinks	27	0.5	586			0.33		17308	\$	175
Bathroom Sinks	27	0.5		15		0.33		443	\$	4
Bathroom Sinks	27	0.5			48	1.5		6444	\$	65
Janitorial Sinks	3	2.5			48	0.001		21	\$	0
Total	Annual Usage in Gallons							269,252	\$	2,719

Projected Annual Water Savings: \$2239.81

Savings and Optimization Program

Annual Water Savings: \$2239.81

Annual Therm Savings: \$447.96

Total Annual Saving: \$2687.77

Optimization Program Cost Options

Upfront Payment Cost with Guaranteed 4 year ROI: \$10,751.08

- Deployment cost includes all parts and labor
- The guarantee is based on volume of water/sewer used, and not on the cost of the commodity.

Pay Through Savings over 6 Years

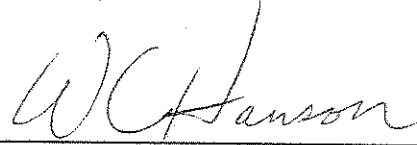
- Each quarter, F Squared will invoice client for 90% of the savings from the previous 3 months. There are no upfront costs or balloon payments. All parts and labor are included.

Performance Guarantee

- During the initial 4-year period, F Squared GUARANTEES annual water/sewer costs will not exceed 360 units (CCFW – 748 gallons per CCFW) during the non-cooling months. If 360 units is exceeded during the non-cooling months, F Squared will reimburse Client for the amount in excess of 360 units (CCFW). The guarantee will take into consideration occupancy rates, number of student, staff, and visitors, change in laundry, irrigation, and Acts of God or other non-staff, student or visitor use of water when making the comparison for the guarantee. As an example, if the number of students double, the saving would be a constant percentage but the volume consumed would proportionally higher. E.g. If each off the 100 students consumed 1 gallon per month and the guarantee was a reduction of 30% to .70 gallons per month per student (100 gallons reduced to 70 gallons) but the student count increased to 200, the savings would be consistent at 30%, but the volume would 140 gallons per month.

F Squared Tech, Inc.

ISD #709

A handwritten signature in cursive script that reads "Bill Hanson". The signature is written in dark ink and is positioned above a horizontal line.

Tiegen Fryberger
President/CEO

Bill Hanson
CFO



**WOLF
RIDGE**SM
**ENVIRONMENTAL
LEARNING CENTER**

Program Contract 2016-2017

Chad Humphreys <chad.humphreys@isd709.org>
Homecroft Elementary
4784 Howard Gnesen Rd
Duluth, MN 55803
218-336-8865

Is the Coordinator's name correct? YES NO
New Coordinators name:
also Nicole.Munthe@isd709.org

Our 2016-2017 5 day rate is \$135 per person,
making your required deposit \$1,120.5

You have made a reservation for **March 13-15, 2017** with **83 participants**. Wolf Ridge requires a credit card number to hold your reservation. The credit card will not be billed unless the Cancellation Policy is broken. If a credit card is not an option, we will accept a check for 10% of the estimated fee. The check will be cashed and applied to your bill. If your cancellation meets the cancellation policy requirements, we will refund your 10%.

Cancellation Policy applies only in the event of the group NOT attending Wolf Ridge for the reserved dates. Wolf Ridge must be informed of the cancellation no later than the 60-day deadline or the credit card will be billed 10% of the reserved participant numbers.

Please sign below: I agree to all the terms listed above.

Printed Name Bill Hanson Title CFD
Signed Name Bill Hanson Date 11/3/16

Please Complete:

Billing Contact Homecroft School

Billing address 4784 Howard Gnesen Road
Duluth, MN 55803

Email address: Nicole.Munthe@isd709.org
Chad.Humphreys@isd709.org

Credit Card # _____ Exp. Date _____ CVV _____
(Visa, MC, Discover)

Card Holders Name _____

If unable to pay at this date, when can we expect to receive your deposit? _____

Return to: 6282 Cranberry Rd., Finland, MN 55603, or fax to: 218-353-7762
Contract due 30 days after receipt.

*Notify us immediately if you wish to cancel this reservation.



Special Services Department
 Independent School District #709
 215 N. 1st Ave. E.
 Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **November 7, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station (Lake Superior Community College)** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ 1 Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours a day, 3 days per week, and up to 70 days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811.**
 3. The approximate date the service will begin is, **November 14, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **70 Days** (3 Days per Week) and a total cost up to **\$15 per day + \$15 one time registration fee** (\$1,065 per year).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD 709 Duluth Public Schools

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

WCHanson
C.F.O. Executive Director of Business Services

Date 11/8/16

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Jane Crane 11/7/16

Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 19, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Duluth Preschool Blended Classroom** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

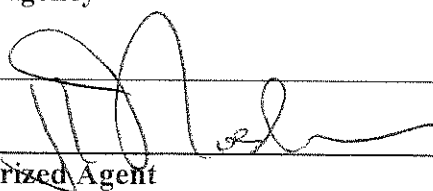
1. The AGENCY shall provide the following services:
Preschool programming for 6.5 hours a day, 4 days per week, and up to 125 days.
 2. The AGENCY shall perform these services at: **720 N. Central Ave. Duluth, MN 55807.**
 3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **125 Days** (4 Days per Week) and a total cost up to **\$2,205.00** (\$245.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

Page 2 - Contract for Purchase of Special Education Services

- 6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.
- 7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....
SIGNED:

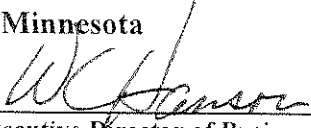
Name of Agency

By  _____
Authorized Agent

Date

.....
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota



C.F.O. Executive Director of Business Services

Date 11/21/16

.....
Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By  _____
Director

Date 9/27/16



Special Services Department
 Independent School District #709
 215 N. 1st Ave. E.
 Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 19, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Duluth Preschool Blended Classroom** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 6.5 hours a day, 4 days per week, and up to 40 days.
 2. The AGENCY shall perform these services at: **720 N. Central Ave. Duluth, MN 55807.**
 3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **December 1, 2016**; the contract not to exceed a total of **40 Days** (4 Days per Week) and a total cost up to **\$735.00** (\$245.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

ISD 709 Duluth Public Schools

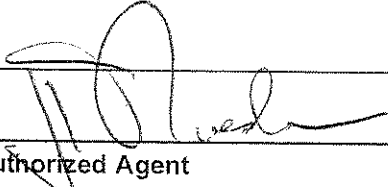
Page 2 - Contract for Purchase of Special Education Services

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7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

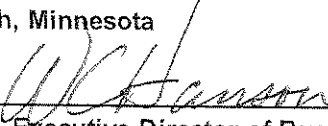
SIGNED:

Name of Agency

By  _____
Authorized Agent

Date 11/18/16

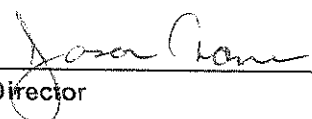
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota


C.F.O. Executive Director of Business Services

Date 11/21/16

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By  _____ 10/26/16
Director

LAKEVIEW CHRISTIAN ACADEMY

Guidelines for

TRANSPORTATION REIMBURSEMENT

2016-2017

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Lakeview Christian Academy.

_____ days X _____ miles X 30 Cents per mile = reimbursement.
(Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2016-2017 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2017.

LAKEVIEW CHRISTIAN ACADEMY

BY _____

Idd Benson
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY _____

W. C. Hanson
Director of Business Services

**AGREEMENT
SY2016-17/SY2017-18**

THIS AGREEMENT, made and entered into this 15th day of November, 2016, by and between Independent School District #709, a public corporation, (hereinafter called the "District") and Arrowhead Regional Corrections/Arrowhead Juvenile Center, an independent contractor, (hereinafter called "Contractor".)

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of September 6th 2016, and shall remain in effect until July 30th 2018, 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.

The District will provide the following services:

- a) Educational screenings will be done on all juveniles held longer than 72 hours excluding weekends and Holidays and periods when schools is not in session using the educational screening tool identified by the District, unless the juvenile has a current individual education plan and a copy is in the AJC client's file. (2960 Rule: 125A52 DHS and DOC Education Screening).
- b) Education programs and services will be provided to AJC residents that are consistent with Department of Education rules and statutory requirements governing education of a resident. If it is suspected that a resident has a disability, an educational evaluation must be conducted according to applicable rules to determine if the resident has a disability. Staff will ensure that the appropriate evaluation is completed and will assist a student who has disabilities and needs special education and related services to obtain those services. (2960.0270 Subp. 7.)
- c) Educational services will be provided to residents according to items i-ii, except where not applicable, due to the age of the resident or the resident's short stay in the facility. (2960.0080 Subp. 9.)
 - i) Facilitate educational programs that provide for instruction during the same school calendar established for the other schools in the District, if required by law; get the approval of the education services from the Department of Education
 - ii) Facilitate the resident's school attendance and homework activities.

- d) The District will work with the Contractor to provide transitional programming to ensure a smooth transition back to their home school per the IEP or regular education plan.
- e) The District will work with the Contractor to provide education about chemical health to the resident who has had a problem related to inappropriate chemical use, but who does not have a sufficient chemical use history to refer to treatment. The education must provide the resident with opportunities to examine the problems associated with inappropriate chemical use.

The Contractor will:

- a) Meet the physical plant and equipment requirements of the Department of Education for the provision of educational services.
- b) Cooperate with the District to provide the educational services at AJC and provide correctional services as needed to ensure safety for District staff within the facility.
- c) The Contractor will inquire at least every 90 days to determine whether the resident is receiving the education required by law and the resident's individual education plan that is necessary for the resident to make progress in the appropriate grade level. AJC will report the resident's educational progress to the case manager or placing agency. The contractor will facilitate education for any residents who have already graduated.

3. Background Check.

The Contractor follows the Department of Corrections and Department of Public Health license rules and does criminal record checks on all employees before they can be hired and work directly with any residents. The District is responsible for following license requirements as required by the Minnesota Department of Education and Minnesota statutes. Both the Contractor and District are precluded from performance of contract until the results of the criminal background check(s) are on file.

4. Reimbursement.

The District will provide services to residents of District #709 who are at AJC and bill for residents of other school districts for reimbursement at the current rate established by ISD #709 in accordance with current state statutes. District will bill out of state counties for educational services provided to youth in AJC for more than 72 hours, excluding weekends and holidays. AJC's contracts with out of state counties will specify that the counties will be responsible for educational costs for youth residing at AJC longer than 72 hours.

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

- a. There is no exchange of money from the District to AJC. The District bills directly to other districts for payment back to the District.
- 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. 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 the District 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.

The District hereby agrees to defend, indemnify and hold the Contractor harmless from all claims relating to its work pursuant to this Agreement. In the event that the District breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other

damages the Contractor shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices.

All notices to the District shall be sent in writing to Director of Business Services, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to Contractor shall be sent in writing to Superintendent, Arrowhead Juvenile Center, 1918 Arlington Avenue North, Duluth, MN 55811.

11. Assignment.

Contractor shall in no 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 it is in writing and 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 and District further understand and agree that they 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.

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:

The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with AJC within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, non-renewal, or material change to all named and additional insureds.

AJC reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against ISD 709. All insurance policies shall be open to inspection by AJC, and copies of policies shall be submitted to AJC upon written request. All subcontractors shall provide evidence of similar coverage.

A. General Liability Insurance.

1. \$500,000 for claims for wrongful death and each claimant for other claims.
 \$1,500,000 Each Occurrence.
 No Less Than \$2,000,000 Aggregate coverage.
2. Policy shall include leased premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
3. AJC must be named as additional insured.

B. Business Automobile Liability Insurance.

1. \$500,000 Each person;
2. \$1,500,000 Each Occurrence.
3. Must cover owned, leased, or rented vehicles

18. Workers Compensation Insurance: per statutory requirements.

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.

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

Program Director
WC Hanson

Director of Business Services

**ARROWHED REGIONAL CORRECTIONS (ARC)
ARROWHEAD JUVENILE CENTER (AJC)**

Becky Pogatchnik, AJC

ARC

APPROVED AS TO FORM & EXECUTION

Assistant St. Louis County Attorney

Monday, November 14, 2016

Fundraiser 5th grade Wolf Ridge Trip

School: Homecroft Elementary

Company: Big Apple Bagels

Dates:

- Order forms presented to families: December 21st 2016
- Order forms due back at the school: January 5th 2016
- Order forms provided to Big Apple Bagels: January 9th 2016
- Delivery of bagels to Homecroft School for distribution: January 17th 2016 1:00 PM

Big Apple Bagels will provide:

1. Order forms
2. Creation of product (bagels)
3. All packaging/delivery materials for product (bagels)
4. Delivery of product (bagels)

Homecroft Elementary will provide:

1. Distribution of order form to families
2. Receive/log completed order forms/money
3. Present Big Apple with total cost check as agreed to and completed order forms
4. Receive product for distribution to families

Cost:

- Big Apple will provide packaged dozens of bagels at a cost of \$3.00 per dozen.
- Homecroft Elementary will sell the packaged dozens of bagels at a price of \$12.00 per dozen
 - This will be a 75% profit margin for the fundraiser.

Expectations:

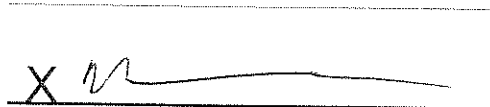
- The 5th Grade Wolf Ridge Field Trip parent group expects to generate \$3000.00 during this fundraiser.

Restrictions:

- The funds used during this fundraiser must be used for the Homecroft Elementary 5th grade to attend Wolf Ridge Camp.

Approvals:


Homecroft School Representative


Big Apple Bagels
Michael DeMeo

Facilities Management – Maintenance and Operations - General

- In the past month the maintenance crews have completed 169 work orders, and are currently working on 654 open work orders.
- Facilities maintenance trade crews are currently scheduled to be at Lowell Elementary School.
- Duluth Ballet is utilizing the Central High kitchen area to clean and mend costumes, and will be done this month.
- Contractors will start on December 19th at Denfeld in room 2001, and open up the wall and ceiling to get into a piping chase to repair a leaking boiler exhaust pipe that is dripping condensate. Repairs needed at this time are unknown. Once the cause is determined we will then know if the piping warranty will provide reimbursement. This is investigative at this time to determine how to resolve.

Capital Construction:

- MWE tuck-pointing and window replacement project is nearing completion. Current punch list items will be done over the December break, and 35 operable windows will be retrofitted with operable roto handles and limiter stops.
- The new Design Center at Denfeld High School is complete and in use.
- The HOCHS 3rd street parking lot project has the first base layer of bituminous placed, and will be finished next summer after school is out. Unforeseen conditions have plagued this project and delayed completion until 2017. The lot and new HOCHS main entrance are in use at this time. The new completion date identified in change order #4 presented at this month's School Board meeting is July 8, 2017.
- The first Rubber Mulch Replacement Committee Meeting will occur December 8th. Our landscape architect Luke Sydow, from SAS+Associates, will present his initial feasibility and potential options at that meeting.
- Joint efforts with the City of Duluth to install crosswalk signage and lights at EHS are ongoing and a good solution has been determined and will be implemented.
- 2017 Ten Year Capital Plan Projects are being evaluated and proposals solicited as needed for summer 2017 construction.

Building Operations

- Operations staff has been diligently preparing for the winter season. Building heating systems have been updated for cold weather settings, boilers have been fired up, and snow removal equipment has been checked. Facilities has filled an open district wide Utility I position. Unilateral transfer process within the Custodian II class has been completed. Facilities plans to move forward, and post its 13 Custodian II vacancies internally and externally.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Fire inspection was completed at Stowe Elementary. No major hazards were found. Three minor infractions were corrected.
- Fire inspection was completed at HOCHS. No major hazards were found. Three minor infractions were corrected.
- A safety review of the Denfeld Fab Lab was conducted. Welding curtains were ordered, a fire extinguisher was added, and other items were listed to be corrected prior to use. A discussion took place regarding the testing of welding fumes, as necessary, for hexavalent chromium once welding has begun.
- A gas smell at Congdon Park was evaluated. It was found to be a leaking coupler at ceiling height prior to the main regulator. The boiler was shut down and the gas valve was closed until the next day when the coupler could be tightened. The other couplers were checked as well.
- A gas smell was investigated at HOCHS. No gas was present when investigated; however, there were smells of radiator/heat as the steam was on for the first time of the year. The gas smell has been followed up daily and has not returned.
- The asbestos 3 year inspection was completed. While the majority of the schools have very little asbestos (some fire rated doors), HOCHS had several damaged/repairable items listed. The damaged areas of concern were immediately fixed and the rest of the areas (i.e. attic hvac joint cracks) were placed on a schedule to be corrected by qualified facilities personnel.
- A smell exhaust gas continues in room 2001 at Denfeld. The pipe chase in the wall was monitored for gasses. None was found, however, one monitor failed to record data. Further investigation is scheduled to be completed in December by opening up the pipe chase from the ceiling of room 2001.

Emergency Response

- A meeting with select principals was held to discuss the need for updating the emergency response plan and procedures. The procedures are good, but lacking updating and process flow. The next step is to gather more information and other examples before proceeding.
- A conference call with Crisis Go was held to learn about emergency response apps and their effectiveness. This system is a good way to get information to everyone in a timely manner via cell phone apps, but comes at a cost.

Workers' Compensation Activities

- OSHA Recordables- 1 (Back).
- Incidents Reported: 30 injuries reported.

Risk Management

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