

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 17, 2017

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**
 - A. Financial Report 3
 - B. Approval of Payment of Claims
This item is attached as an "extra".
 - C. Budget Revisions 27
 - D. Wire Transfers 29
 - E. Investment Transactions 30
 - F. APU Projections 31
 - G. Fundraisers 32
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) **PLACEHOLDER** - Other Change Orders
 - C. Leases - None
5. **Resolutions**
 - A. B-1-17-3427 - Acceptance of Donations to Duluth Public Schools. 33

Recommendation: It is recommended that the Duluth School Board approve Resolution B-1-17-3427.
 - B. B-1-17-3428 - Authorized Bank Account Signer 35

Recommendation: It is recommended that the Duluth School Board approve Resolution B-1-17-3428.
 - C. B-1-17-3419 - Selection of District's Legal Counsel - TABLED to next regular meeting 36

Recommendation: It is recommended that the Duluth School Board approve Resolution B-1-17-3419.

D. **PLACEHOLDER** - Playground Fall Protection Project

E. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 37

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

B. Revenue Contracts - None

C. Other Contracts - None

D. Change Orders Signed - None

E. Facilities Management & Capital Project Status Report 84

F. Quarterly Grants and Donations 86

October-December 2016.

7. Future Items

A. Duluth Energy Systems Steam Contract

B. Lake Superior Swim Club Contract

C. Woodland Hills Lease Renewal

D. Playground Fall Protection Project Contract

E. Policy Updates

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%	\$	\$	%
<u>Revenues</u>									
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$10,164	\$10,164	
Interest	5	1	437.3	41	5	717.5	40	40	
Tuition, Fees, Admissions	331	278	19.2	500	396	26.2	2,200	2,200	
Other Local Revenues	50	83	(39.7)	240	259	(7.2)	260	406	
State Sources	1,402	1,774	(21.0)	25,333	24,478	855	74,228	74,799	
Federal Aids from MDE	402	1,264	(68.2)	3,283	3,818	(535)	5,871	6,012	
Federal Direct Aids	0	0	N/A	68	0	68	135	141	
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	2,191	3,400	(35.6)	29,465	28,956	509	92,898	93,761	1.8
<u>Expenditures</u>									
Salaries	4,576	4,792	4.5	14,884	14,482	(402)	55,296	55,686	(2.8)
Benefits	1,930	1,844	(86)	6,940	6,736	(204)	24,049	24,152	(3.0)
Purchased Services	506	723	217	2,180	2,213	33	6,962	7,140	1.5
Supplies & Materials	152	111	(41)	806	743	(63)	2,059	2,414	(8.5)
Chargebacks	(1)	(1)	0	(3)	(2)	1	(392)	(362)	29.9
Capital Expenditures	9	4	(5)	198	73	(125)	261	383	(170.9)
Debt Service	0	0	0	0	0	0	0	0	N/A
Other	9	7	(2)	72	80	8	668	704	10.1
Total Expenditures	7,182	7,480	298	25,077	24,325	(752)	88,903	90,117	(3.1)
Transfers In (Out)	0	0	0	0	0	0	(3,371)	(3,371)	N/A
Operating Excess (Deficit)	(\$4,991)	(\$4,080)	(911)	\$4,387	\$4,631	(\$244)	\$624	\$274	(5.3)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	
	\$	\$	%	\$	\$	%			
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,678	\$9,678	
Interest	5	4	437.3	41	5	717.5	40	40	
Tuition, Fees, Admissions	317	278	14.0	420	377	11.4	1,712	1,712	
Other Local Revenues	(1)	(62)	(101.6)	171	164	4.4	260	314	
State Sources	1,350	1,728	(21.9)	24,882	24,317	2.3	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	1,671	2,068	(19.2)	25,514	24,863	2.6	75,974	76,401	
Expenditures									
Salaries	3,853	4,096	5.9	12,426	12,009	(417)	46,407	46,662	
Benefits	1,619	1,551	(68)	5,813	5,626	(187)	19,491	19,594	
Purchased Services	452	597	145	1,949	1,916	(33)	6,209	6,207	
Supplies & Materials	98	87	(11)	614	587	(27)	1,433	1,681	
Chargebacks	(4)	(2)	2	(9)	(5)	4	(1,661)	(1,660)	
Capital Expenditures	3	4	1	182	59	(123)	180	271	
Debt Service	0	0	0	0	0	0	0	0	
Other	2	4	2	47	53	6	(81)	(50)	
Total Expenditures	6,023	6,337	314	21,021	20,245	(776)	71,978	72,706	
Transfers In (Out)	0	0	0	0	0	0	(3,371)	(3,371)	
Operating Excess (Deficit)	(\$4,352)	(\$4,269)	(83)	\$4,493	\$4,618	(\$125)	\$624	\$325	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Levy	\$0		\$0		\$0		\$0		\$487	\$487
Interest	0		0		0		0		0	0
Tuition, Fees, Admissions	14		14		80		19		488	488
Other Local Revenues	51		22		69		95		0	91
State Sources	52		46		450		161		9,944	10,141
Federal Aids from MDE	402		1,264		3,283		3,818		5,871	6,012
Federal Direct Aids	0		0		68		0		135	141
Local Sales	0		0		0		0		0	0
Sale of Bonds or Loans	0		0		0		0		0	0
Total Revenues	520		1,332		3,950		4,093		16,924	17,360
Expenditures										
Salaries	724		696		2,459		2,473		8,889	9,024
Benefits	311		293		1,126		1,110		4,558	4,558
Purchased Services	54		126		231		297		753	933
Supplies & Materials	54		24		192		156		626	733
Chargebacks	3		1		7		3		1,269	1,298
Capital Expenditures	6		0		16		14		80	111
Debt Service	0		0		0		0		0	0
Other	7		3		25		27		750	753
Total Expenditures	1,159		1,143		4,056		4,080		16,924	17,411
Transfers In (Out)	0		0		0		0		0	0
Operating Excess (Deficit)	(\$639)		189		(\$106)		\$13		\$0	(\$51)

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	\$0	\$0
Levy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	0	0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	2	(2)	(80.1)	2	5	(3)	(66.2)	5	5
State Sources	24	44	(20)	(46.0)	45	44	1	3.0	166	166
Federal Aids from MDE	232	433	(201)	(46.4)	610	683	(73)	(10.7)	2,371	2,371
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	132	133	(1)	(0.5)	314	152	162	106.3	1,198	1,198
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	388	612	(224)	(36.5)	970	884	86	9.8	3,740	3,740
Expenditures										
Salaries	109	108	(1)	(0.9)	344	349	5	1.5	1,182	1,180
Benefits	43	41	(2)	(5.3)	137	131	(6)	(4.6)	459	459
Purchased Services	6	5	(1)	(26.5)	35	16	(19)	(117.9)	83	83
Supplies & Materials	209	175	(34)	(19.3)	521	476	(45)	(9.5)	2,172	2,174
Chargebacks	0	0	0	N/A	1	1	0	39.0	168	168
Capital Expenditures	(1)	7	8	114.4	20	17	(3)	(18.6)	34	57
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	13	12	(1)	(5.4)	10	13	3	23.2	15	15
Total Expenditures	379	348	(31)	(8.9)	1,068	1,003	(65)	(6.5)	4,114	4,137
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$10	\$264	(\$254)	(96.4)	(\$97)	(\$119)	\$22	18.1	(\$374)	(\$397)

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		\$0	\$0		\$0	\$0	
Interest	0	0		0	0		0	0	
Tuition, Fees, Admissions	0	0		0	0		0	0	
Other Local Revenues	0	0		85	0	85	5	74	
State Sources	85	100	(15)	1,368	635	733	5,812	5,812	
Federal Aids from MDE	0	0		0	0		0	0	
Federal Direct Aids	0	0		0	0		0	0	
Local Sales	0	0		0	0		0	0	
Sale of Bonds or Loans	0	0		0	0		0	0	
Total Revenues	85	100	(15)	1,453	635	818	5,817	5,886	128.8
Expenditures									
Salaries	107	106	(1)	371	299	(72)	1,257	1,257	(24.0)
Benefits	77	75	(2)	242	225	(17)	839	839	(7.5)
Purchased Services	433	559	126	1,008	1,053	45	3,884	3,884	4.3
Supplies & Materials	26	19	(7)	89	64	(25)	384	389	(38.6)
Chargebacks	0	0		0	0	(0)	1	1	N/A
Capital Expenditures	0	0		279	178	(101)	181	245	(56.5)
Debt Service	0	0		0	0		0	0	N/A
Other	0	0		0	0	(0)	1	1	N/A
Total Expenditures	643	759	116	1,988	1,819	(169)	6,547	6,616	(9.3)
Transfers In (Out)	0	0		0	0		0	0	N/A
Operating Excess (Deficit)	(\$558)	(\$659)	\$101	(\$536)	(\$1,184)	\$648	(\$730)	(\$730)	54.8

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	\$945	\$945	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	126	199	(36.5)	739	702	37	1,596	1,596	
Other Local Revenues	15	22	(7)	37	84	(47)	98	104	
State Sources	442	18	2,357.5	1,480	911	569	2,384	2,384	
Federal Aids from MDE	2	35	(95.3)	83	155	(72)	163	98	
Federal Direct Aids	0	0	N/A	873	0	873	1,934	1,934	
Local Sales	0	0	N/A	0	0	0	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	
Total Revenues	585	274	113.6	3,212	1,852	1,360	7,121	7,062	
Expenditures									
Salaries	296	307	11	997	992	(5)	3,767	3,734	
Benefits	131	130	(1)	477	461	(16)	1,593	1,589	
Purchased Services	101	31	(70)	299	298	(1)	1,204	1,183	
Supplies & Materials	26	13	(13)	101	83	(18)	296	287	
Chargebacks	1	1	0	2	1	(1)	260	260	
Capital Expenditures	0	0	0	13	3	(10)	7	19	
Debt Service	0	0	0	0	0	0	0	0	
Other	1	3	2	16	10	(6)	181	176	
Total Expenditures	556	485	(71)	1,904	1,848	(56)	7,308	7,249	
Transfers In (Out)	0	0	0	0	0	0	0	0	
Operating Excess (Deficit)	\$29	(\$211)	\$240	\$1,308	\$4	\$1,304	(\$188)	(\$188)	

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2017	FY2016	FY2017	FY2016	Adopted	Revised
	\$	\$	\$	\$		
		Variance		Variance		
		%		%		
Lewy	\$0	\$0	\$0	\$0	\$2,452	\$2,452
Interest	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0
Other Local Revenues	1	(12)	7	20	17	17
State Sources	27	(2)	424	192	906	906
Federal Aids from MDE	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0
Local Sales	0	(100)	1	199	0	1
Sale of Bonds or Loans	0	0	0	0	0	0
Total Revenues	28	(114)	432	411	3,374	3,375
Expenditures						
Salaries	58	18	283	302	815	815
Benefits	26	2	133	127	328	328
Purchased Services	22	(22)	103	87	356	374
Supplies & Materials	9	53	54	62	487	477
Chargebacks	0	0	0	0	0	0
Capital Expenditures	312	(312)	2,346	991	4,647	5,509
Debt Service	0	0	0	0	0	0
Other	0	0	4	0	8	8
Total Expenditures	427	(261)	2,924	1,569	6,639	7,510
Transfers In (Out)	0	0	0	0	3,371	3,371
Operating Excess (Deficit)	(\$399)	(\$24)	(\$2,492)	(\$1,158)	\$106	(\$764)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	FY2017		FY2016		FY2017		FY2016		Adopted	Revised
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Levy	0	0	0	0	1	0	1	0	0	0
Interest	0	0	0	0	0	0	0	0	0	0
Tuition, Fees, Admissions	0	0	0	0	0	0	0	0	0	0
Other Local Revenues	0	0	0	0	0	0	0	0	0	0
State Sources	0	146	(146)	0	15	146	(131)	0	0	0
Federal Aids from MDE	0	0	0	0	0	0	0	0	0	0
Federal Direct Aids	0	0	0	0	0	0	0	0	0	0
Local Sales	0	0	0	0	0	0	0	0	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	0	0
Total Revenues	0	146	(146)	(99.8)	16	146	(130)	(88.8)	0	0
Expenditures										
Salaries	1	6	5	84.4	3	28	25	88.6	0	0
Benefits	0	2	2	85.4	2	10	8	76.3	0	0
Purchased Services	0	13	13	100.0	0	61	61	99.9	0	0
Supplies & Materials	0	26	26	100.0	0	54	54	100.0	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	415	229	(186)	(81.3)	2,071	1,072	(999)	(93.2)	1,547	2,070
Debt Service	0	0	0	100.0	0	0	0	0.0	0	0
Other	0	0	0	N/A	0	4	4	100.0	0	0
Total Expenditures	416	276	(140)	(50.8)	2,077	1,229	(848)	(69.0)	1,547	2,070
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	(\$416)	(\$130)	(\$286)	(220.2)	(\$2,060)	(\$1,083)	(\$977)	(90.3)	(\$1,547)	(\$2,070)

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	\$17,655	\$17,655
Interest	0	407	(100.0)	(521)	407	(928)	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	0	58	(100.0)	539	609	(70)	2,261	2,261
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0
Federal Direct Aids	0	0	N/A	466	485	(19)	933	933
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	94,127	0	94,127	0	218
Total Revenues	0	465	(100.0)	94,612	1,501	93,111	20,849	21,067
Expenditures								
Salaries	0	0	N/A	0	0	N/A	0	0
Benefits	0	0	N/A	0	0	N/A	0	0
Purchased Services	0	0	N/A	0	0	N/A	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0
Debt Service	0	4	100.0	5,577	5,225	(352)	22,446	22,664
Other	0	0	N/A	0	0	N/A	0	0
Total Expenditures	0	4	100.0	5,577	5,225	(352)	22,446	22,664
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$461	(100.0)	\$89,034	(\$3,724)	\$92,758	(\$1,598)	(\$1,598)

STATEMENT OF REVENUES AND EXPENDITURES
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	FY2017	FY2016	Variance	FY2017	FY2016	Variance	Adopted	Revised	Variance
	\$	\$	%	\$	\$	%	\$	\$	%
Levy	0	1	(70.1)	2	1	128.3	0	16	16
Interest	0	0	N/A	0	0	N/A	0	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	0
Other Local Revenues	0	0	N/A	0	0	N/A	200	200	200
State Sources	0	0	N/A	0	0	N/A	0	0	0
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	0
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	0
Local Sales	0	0	N/A	0	0	N/A	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	0
Total Revenues	0	1	(70.1)	2	1	128.3	216	216	216
Expenditures									
Salaries	0	0	N/A	0	0	N/A	0	0	0
Benefits	0	0	N/A	0	0	N/A	200	200	200
Purchased Services	0	0	N/A	0	0	N/A	0	0	0
Supplies & Materials	0	0	N/A	0	0	N/A	0	0	0
Chargebacks	0	0	N/A	0	0	N/A	0	0	0
Capital Expenditures	0	0	N/A	0	0	N/A	0	0	0
Debt Service	0	0	N/A	0	0	N/A	0	0	0
Other	0	0	N/A	0	0	N/A	0	0	0
Total Expenditures	0	0	N/A	0	0	N/A	200	200	200
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	0
Operating Excess (Deficit)	\$0	\$1	(70.1)	\$2	\$1	128.3	\$16	\$16	\$16

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments	\$165,913	\$75,303	\$74,916	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	5,448	21,123	5,790	Severance	186	186	184
Accounts / Interest Receivable	1,034	790	(361)	Nonspendable Inventory	99	99	103
Due from Other Funds	0	280	403	Nonspendable Prepays	0	0	103
Due from Other MN Districts	23	1,337	1,222	Staff Development	148	148	185
Due From MDE	8,722	8,722	7,792	Teacher Dev & Eval	0	0	0
Due From Federal thru MDE	2,995	3,056	2,961	Basic skills	0	0	0
Due From Federal - Direct	762	762	2,086	Learning development	0	0	0
Due from Other Governments	14	84	130	Desegregation	0	0	0
Inventory	186	186	184	Gifted and Talented	0	0	0
Prepays	47	99	131	Pupil Transportation Safety	0	0	0
				ECFE	276	276	268
Total Assets	\$185,146	\$111,743	\$95,254	Community Education	694	694	534
				Community Services	322	322	254
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ -	Facilities	2,070	2,070	3,734
Accrued Interest Payable	(97)	14,083	109	Alternative facilities	1,059	1,059	1,864
Salaries Payable	36	1,742	52	Restricted Programs	30	30	46
Accounts Payable	0	280	403	Bond Refunding	46,315	46,315	47,259
Due to Other Funds	0	79	71	Endowment	1,910	1,908	1,817
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	181	182	304	Severance-Insurance Prem	0	0	0
Claims Payable	161	279	337	Area Learning Center	414	414	435
Deferred Revenue	33,583	33,583	33,794	Designated for:			
Taxes Levied for Subsequent Yr.	0	(0)	0	Textbooks	1,071	1,071	837
Property tax shift				Carryovers	255	255	155
				Operating Capital	0	0	0
Total Liabilities	\$33,863	\$50,228	\$35,070	Referendum	0	0	0
				Undesignated	96,433	6,669	2,404
				Total Fund Balance	\$151,283	\$61,515	\$60,182
				Liabilities & Fund Balance	\$185,146	\$111,743	\$95,252

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments	\$14,541	\$8,180	\$16,377	Reserved for:			
Taxes & Credits Receivable	(6,379)	9,296	(6,588)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	303	102	(571)	Nonspendable Inventory	84	84	90
Due from Other Funds	0	0	208	Nonspendable Prepaids	89	89	94
Due from Other MN Districts	0	1,314	1,222	Staff Development	-	-	103
Due From MDE	8,073	8,073	7,221	Teacher Dev & Eval	148	148	185
Due From Federal thru MDE	2,914	2,914	2,711	Basic skills	0	0	0
Due From Federal - Direct	68	68	114	Learning development	0	0	0
Due from Other Governments	14	84	130	Integration	0	0	0
Inventory	84	84	90	Gifted and Talented	0	0	0
Prepaids	47	89	122	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$19,665	\$30,205	\$21,036	Community Education	0	0	0
				Community Services	0	0	0
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	0	0	0
				Escrow Account	0	0	0
				Severance-Insurance Prem	0	0	-
				Encumbrances	0	0	0
				Area Learning Center	414	414	435
				Designated for:			
				Textbooks	0	0	0
				Carryovers	255	255	155
				Operating Capital	0	0	0
				Referendum	0	0	0
				Undesignated	7,447	3,060	8,464
Total Liabilities	\$11,229	\$26,155	\$11,510				
				Total Fund Balance	\$8,437	\$4,050	\$9,526
				Liabilities & Fund Balance	\$19,665	\$30,205	\$21,036

BALANCE SHEET

November 16

Transportation Fund

	11/30/16	06/30/16	11/30/15	FUND BALANCES	
ASSETS	11/30/16	06/30/16	11/30/15	11/30/16	11/30/15
Cash / Investments	(\$2,573)	(\$1,991)	(\$3,167)	Reserved for:	
Taxes & Credits Receivable	0	0	0	Severance	\$0
Accounts / Interest Receivable	152	89	9	Nonspendable Inventory	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	2
Due from Other MN Districts	23	23	0	Staff Development	0
Due From MDE	23	23	31	Reemployment comp	0
Due From Federal thru MDE	0	0	0	Basic skills	0
Due From Federal - Direct	0	0	0	Learning development	0
Due from Other Governments	0	0	0	Desegregation	0
Inventory	0	0	0	Gifted and Talented	0
Prepaids	0	2	2	Pupil Transportation Safety	0
				ECFE	0
Total Assets	<u>(\$2,374)</u>	<u>(\$1,853)</u>	<u>(\$3,125)</u>	Community Education	0
				Community Services	0
LIABILITIES				Operating Capital	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0
Accrued Interest Payable	0	0	0	Alternative facilities	0
Salaries Payable	161	55	152	Restricted Programs	0
Accounts Payable	8	99	3	Escrow Account	0
Due to Other Funds	0	0	0	Endowment	0
Due to Other MN Districts	0	0	0	Encumbrances	0
Due to Other Governments	0	0	0	Designated for:	
Claims Payable	0	0	0	Textbooks	0
Deferred Revenue	0	0	0	Operating Capital	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	(2,545)
Property tax shift	0	0	0	Total Fund Balance	(\$2,544)
Total Liabilities	<u>\$169</u>	<u>\$155</u>	<u>\$155</u>		<u>(\$2,008)</u>
				Liabilities & Fund Balance	<u>(\$2,374)</u>
					<u>(\$3,126)</u>

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments	\$2,170	\$1,385	(\$243)	Reserved for:			
Taxes & Credits Receivable	595	595	636	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	19	28	21	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	7	7	6
Due from Other MN Districts	0	0	0	Staff development	0	0	0
Due From MDE	400	400	311	Reemployment comp	0	0	0
Due From Federal thru MDE	81	81	120	Basic skills	0	0	0
Due From Federal - Direct	694	694	1,972	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	7	6	Pupil Transportation Safety	0	0	0
				ECFE	276	276	268
Total Assets	\$3,959	\$3,190	\$2,823	Community Education	694	694	534
				Community Services	322	322	254
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	226	542	236	Restricted Programs	30	30	46
Accounts Payable	1	108	1	Escrow Account	0	0	0
Due to Other Funds	0	117	282	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	1	1	52	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	1,095	1,095	1,139	Undesignated	1,308	0	4
Property tax shift	0	0	0				
Total Liabilities	\$1,323	\$1,862	\$1,710	Total Fund Balance	\$2,636	\$1,329	\$1,112
				Liabilities & Fund Balance	\$3,959	\$3,190	\$2,822

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments				Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>(\$2,433)</u>	<u>\$139</u>	<u>(\$2,407)</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	80	53	64	Restricted Programs	0	0	0
Accounts Payable	0	108	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	1,071	1,071	837
Deferred Revenue	0	0	0	School Carryover	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(3,586)	(1,094)	(3,308)
Total Liabilities	<u>\$81</u>	<u>\$161</u>	<u>\$64</u>	Total Fund Balance	<u>(\$2,514)</u>	<u>(\$23)</u>	<u>(\$2,471)</u>
				Liabilities & Fund Balance	<u>(\$2,433)</u>	<u>\$139</u>	<u>(\$2,407)</u>

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments	\$1,044	\$3,694	\$4,516	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	17	17	17	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$1,061	\$3,711	\$4,533	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	2,070	2,070	3,734
Accrued Interest Payable	0	0	0	Alternative facilities	1,059	1,059	1,864
Salaries Payable	(10)	5	4	Restricted Programs	0	0	0
Accounts Payable	3	577	13	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Textbooks	0	0	0
Claims Payable	0	0	0	Operating Capital	0	0	0
Deferred Revenue	0	0	0	Undesignated	(2,060)	0	(1,082)
Taxes Levied for Subsequent Yr.	0	0	0				
Property tax shift	0	0	0	Total Fund Balance	\$1,068	\$3,129	\$4,516
Total Liabilities	(\$7)	\$583	\$17				
				Liabilities & Fund Balance	\$1,061	\$3,711	\$4,533

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments	\$149,046	\$60,012	\$55,988	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	11,233	11,233	11,742	Severance	0	0	0
Accounts / Interest Receivable	558	558	128	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	209	209	212	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$161,046</u>	<u>\$72,011</u>	<u>\$68,070</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	46,315	46,315	47,259
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	20,993	20,993	21,535	Undesignated	93,738	4,704	(724)
Property tax shift	0	0	0				
Total Liabilities	<u>\$20,993</u>	<u>\$20,993</u>	<u>\$21,535</u>	Total Fund Balance	<u>\$140,053</u>	<u>\$51,019</u>	<u>\$46,535</u>
				Liabilities & Fund Balance	<u>\$161,046</u>	<u>\$72,011</u>	<u>\$68,070</u>

BALANCE SHEET

	FUND BALANCES			
	11/30/16	06/30/16	11/30/15	11/30/15
ASSETS				
Cash / Investments	\$1,908	\$1,626	\$1,618	
Taxes & Credits Receivable	0	0	0	\$0
Accounts / Interest Receivable	2	2	4	0
Due from Other Funds	0	280	195	0
Due from Other MN Districts	0	0	0	0
Due From MDE	0	0	0	0
Due From Federal thru MDE	0	0	0	0
Due From Federal - Direct	0	0	0	0
Due from Other Governments	0	0	0	0
Inventory	0	0	0	0
Prepays	0	0	0	0
Total Assets	<u>\$1,910</u>	<u>\$1,908</u>	<u>\$1,817</u>	
LIABILITIES				
Tax and Aid Anticipation Payable	\$0	\$0	\$0	0
Accrued Interest Payable	0	0	0	0
Salaries Payable	0	0	0	0
Accounts Payable	0	0	0	0
Due to Other Funds	0	0	0	0
Due to Other MN Districts	0	0	0	0
Due to Other Governments	0	0	0	0
Claims Payable	0	0	0	0
Deferred Revenue	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	0
Property tax shift	0	0	0	0
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
Reserved for:				
Severance	\$0	\$0	\$0	\$0
Nonspendable Inventory	0	0	0	0
Nonspendable Prepays	0	0	0	0
Staff Development	0	0	0	0
Reemployment comp	0	0	0	0
Basic skills	0	0	0	0
Learning development	0	0	0	0
Desegregation	0	0	0	0
Gifted and Talented	0	0	0	0
Pupil Transportation Safety	0	0	0	0
ECFE	0	0	0	0
Community Education	0	0	0	0
Community Services	0	0	0	0
Operating Capital	0	0	0	0
Facilities	0	0	0	0
Alternative facilities	0	0	0	0
Restricted Programs	0	0	0	0
Escrow Account	0	0	0	0
Endowment	1,910	1,908	1,817	1,817
Encumbrances	0	0	0	0
Designated for:				
Textbooks	0	0	0	0
Operating Capital	0	0	0	0
Undesignated	0	0	0	0
Total Fund Balance	<u>\$1,910</u>	<u>\$1,908</u>	<u>\$1,817</u>	
Liabilities & Fund Balance	<u>\$1,910</u>	<u>\$1,908</u>	<u>\$1,817</u>	

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments	\$305	\$326	\$216	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	1	1	39	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$306</u>	<u>\$327</u>	<u>\$255</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	78	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:	0	0	0
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	116	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	306	133	255
Property tax shift	0	0	0	Total Fund Balance	<u>\$306</u>	<u>\$133</u>	<u>\$255</u>
Total Liabilities	<u>\$0</u>	<u>\$194</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$306</u>	<u>\$327</u>	<u>\$255</u>

BALANCE SHEET

ASSETS	11/30/16	06/30/16	11/30/15	FUND BALANCES	11/30/16	06/30/16	11/30/15
Cash / Investments	\$1,126	\$1,078	\$1,267	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,267</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,126	1,078	1,267
Property tax shift	0	0	0	Total Fund Balance	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,267</u>
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$1,126</u>	<u>\$1,078</u>	<u>\$1,267</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 11/30/2016

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
11/04/2016	V106466	CITISTREET FOR MSRS	30,990.34
11/04/2016	V79764	DULUTH FEDERATION OF TEA	34,026.16
11/04/2016	V107231	DULUTH TEACHERS CREDIT	7,486.61
11/04/2016	V106637	EBC - FLEX EFT	11,700.68
11/04/2016	V106636	EBC - TSA EFT	70,658.70
11/04/2016	V79771	EDUCATION MN CLERICAL EFT	1,343.42
11/04/2016	V102915	FEDERAL 941 PR TAXES	611,048.87
11/04/2016	V108066	MG TRUST	127,922.52
11/04/2016	V05173	MN CHILD SUPPORT EFT	1,770.98
11/04/2016	V108320	MN DEPT OF REVENUE EFT	747.98
11/04/2016	V102916	MN STATE PR TAXES	99,068.70
11/04/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	96,158.66
11/04/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	262,533.66
11/04/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,563,712.22
11/18/2016	V79764	DULUTH FEDERATION OF TEA	34,185.47
11/18/2016	V107231	DULUTH TEACHERS CREDIT	7,436.61
11/18/2016	V106637	EBC - FLEX EFT	11,700.68
11/18/2016	V106636	EBC - TSA EFT	68,544.58
11/18/2016	V79771	EDUCATION MN CLERICAL EFT	1,343.42
11/18/2016	V102915	FEDERAL 941 PR TAXES	638,693.19
11/18/2016	V108066	MG TRUST	129,682.91
11/18/2016	V05173	MN CHILD SUPPORT EFT	1,770.98
11/18/2016	V108320	MN DEPT OF REVENUE EFT	1,167.68
11/18/2016	V102916	MN STATE PR TAXES	103,858.61
11/18/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	100,756.90
11/18/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	273,713.62
11/18/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,652,896.49
11/22/2016	V06645	MEDICA HEALTH PLAN (EFT)	178,671.50
11/22/2016	V106638	PEIP - HLTH EFT	1,260,896.24
11/22/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	50,551.96
11/22/2016	V104923	HARRIS BANK	33,956.52
			7,468,996.86

**ISD 709 – Duluth Public Schools
GF Investment Activity for FY 2017
As of November 30, 2016**

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

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
11/14	MN Trust Term Series	PMA	01/26/17	0.65%	\$ 2,500,000.00

Total Purchases \$ **2,500,000.00**

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
11/30	TCM BKNA Tampa, FL	MBS	11/30/16	0.55%	\$ 249,000.00

Total Maturities \$ **249,000.00**

Other items:

Add:	Money Market Funds Interest(November)	\$ 45.28
	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 \$ **45.28**

Ending Investment Balance (November 30, 2016) \$ **17,179,840.04**

Note: Ending Investment Balance as of November 30, 2015 was \$ 18,849,010.08

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

Grade Levels	Jan Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	FINAL EOY APU 1516
KG	548	0.993011026	544.17	1.00	544.17	555.82
HK	59	1.015097737	59.89	1.00	59.89	81.92
Gr 1-3	1942	0.991409595	1925.32	1.00	1925.32	1927.37
Gr 4-6	1750.3	0.982174796	1719.10	1.00	1719.10	1744.57
Gr 7-8	1163.84	0.974575711	1134.25	1.20	1361.10	1323.83
Gr 9-12	2713.25	0.932119821	2529.07	1.20	3034.89	3138.15
Sub-Total	8176.39				8644.47	8771.66
Other APU Generators						
	Jan Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	210	0.401336945	84.28	1.000	84.28	86.97
Early Childhood Details	Final Count	Jan 1 Count	Final PU			
13-14	368	210	83.09			
14-15	371	213	93.34			
15-16	367	234	86.97			
16-17*			84.28			
Resident Tuition**						
Resident Tuition Details		Total APU			34.88	
13-14		36.47				
14-15		32.9				
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					8728.75	8858.63
Budgeted APU					8778.60	
Net					-49.85	

* Projected

** Included in Grade level projections

Fundraisers for December 2016

School	Organization	Function
Denfeld	Boys Basketball	Selling Butterbraids
Denfeld	Boys Basketball	Working Concessions at Air Show
Denfeld	Girls Basketball	Selling Pies/Butter Braids
Homecroft	5th grade	Selling Big Apple Bagels
Lester Park	School-wide	The Giving Tree; students do chores at home to earn money which they donate to purchase small trees and gifts to deliver to patients stuck at Essentia and St Luke's over Christmas
Lincoln Park	Science	Selling Coffee for UMD Trip
Ordean-East	School-wide	Lifetouch Student Pictures

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
Area Learning Center	Pat Shelton Agency	\$100.00	None
Denfeld	Altec Hiline	\$400.00	None
Denfeld	Ann Bancroft Foundation	\$3,000.00	Fab Lab
Denfeld	Duluth Amatuer Youth Basketball Association	\$408.00	Boys Basketball
East	Joan K. Rich	\$500.00	Choir
East	David Johnson & Mary Phillip c/o of Sandrine Hutchins	\$500.00	Food For Thought Restaurant
East	Glen Avon Women's Assoc.	\$100.00	Sterling Strings Orchestra
East	AARP	\$100.00	Sterling Strings Orchestra
East	Elsie Davis	\$120.00	Sterling Strings Orchestra
East	North Shore Railroad	\$200.00	Sterling Strings Orchestra
East	Scottish Rite	\$300.00	Sterling Strings Orchestra
East	Saint Ann's Home	\$200.00	Sterling Strings Orchestra
East	Rotary Club-Harbortown	\$250.00	Sterling Strings Orchestra
HOCHS	EPA Attn: Deb Taylor	In kind	Science classes
Homecroft	Upper Lakes Foods	\$50.00	Wolf Ridge
Laura MacArthur	Autism Association of Northern MN	\$350.00	Melissa Scanlon-Olson
Laura MacArthur	Autism Association of Northern MN	\$152.65	Joan Plante
Laura MacArthur	Autism Association of Northern MN	\$400.00	Steph Twardowski

Lester Park	Maren Kostrzewski	In kind	For one of the students who couldn't afford a new coat
Lester Park	Kevin Simch	In kind	School
Lincoln Park	Lincoln Park Business Group	\$350.00	Pawsative Perks
Lincoln Park	Kiwanis Club of Spirit Valley	\$180.00	Newspapers for Classrooms
Ordean-East	James N Mohn or Heather A Muster	\$1,000.00	Gr 6 Biz Town; mental health programs; and teacher professional development
Ordean-East	Dianna Sunsdahl / PG&E Corporation Foundation Matching Gifts	\$249.00	None
Ordean-East	Dianna Sunsdahl / PG&E Corporation Foundation Matching Gifts	\$249.00	None
Ordean-East	Minnesota Power Employees Credit Union	\$1,000.00	Robotics
Ordean-East	East High School	\$1,500.00	Robotics
Ordean-East	Public	\$361.25	Band and Orchestra
Ordean-East	Public	\$1,638.24	Choir
Stowe	Mix 108	In kind	None
Stowe	PTA	\$1,500.00	Wolf Ridge trip for 5th grade
Stowe	Maurices	In kind	None
Stowe	Asbury United Methodist Church	In kind	None
Stowe	Ladies of American Legion Auxiliary Post 71	\$150.00	None
Stowe	Ladies of American Legion Auxiliary Post 71	In kind	None
Stowe	Essentia Health Safe Kids	In kind	None
	Total	\$15,308.14	

RESOLUTION

Authorized Bank Account Signer – December 2016

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

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Lester Park School	DTCU	XXXX7	Tracy Thompson	Tracy Packingham
Lakewood School	Northshore	XXXXXX7	Vivian Fromberg	Vivian Medlin
Lincoln Park School	Park State Bank	XXXXXX0 XXXXXX5 XXXXXX9 XXXXXX5	Susan Archambeau Bridge	Susan Cora

RESOLUTION
Selection of District's Legal Counsel

RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the following firms have been selected as legal counsel for the District.

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802
(218) 722-0861

Dryer, Storaasli, Knutson & Pommerville
202 West Superior Street, Suite 200
Duluth, MN 55802
(218) 249-0608

Ratwik, Roszak & Maloney
730 Second Avenue South, Suite 300
Minneapolis, MN 55402
(612) 339-0600

Rupp, Anderson, Squires & Waldspurger, P.A.
330 South Seventh Street, Suite 2800
Minneapolis, MN 55402
612. 436.4300 (office)
612.436.4340 (fax)

RESOLVED, that the authorized contact persons for the District are as follows:

Chair of the School Board
Superintendent of Schools
Executive Assistant to Superintendent
Assistant Superintendent
CFO/Executive Director of Business Services
Executive Assistant to the CFO/Executive Director of Business Services
Director of Special Education
Manager of Facilities
Finance Manager
Senior Human Resources Manager
Human Resources Manager for Non-Certified Staff
Human Resources Benefits Coordinator

Expenditure Contracts Signed – December 2016

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

Expenditure Contracts

Name	Amount	Source	Description
Lisa Mitchell-Krocak	\$2,500.00	Area Learning Center	Training on Restorative Learning
Amy Wolcott	\$2,000.00	Curriculum	River Quest
Heinemann	\$4,125.00	Lester Park	Professional Development; Guided Reading
North Shore Scenic Railroad	\$450.00	Lester Park	Round trip train ride (field trip)
Benchmark Education Co.	\$22,500.00	Myers-Wilkins	Professional Development; Balanced Literacy Framework
Avalon Educational Institute	\$1,500.00	Office of Education Equity	Capoeira (type of art form) instruction for students
Christopher Davila	\$500.00	Office of Education Equity	Provide information on college expectations, applications and transitions to high school students
Learning Institute for Excellence (LIFE)	\$2,000.00	Office of Education Equity	Achievement Center Program services
Myers-Wilkins Community School Collaborative	\$16,160.00	Office of Education Equity	Programs for Academic and Cultural Enrichment (PACE)
Yoga North	\$375.00	Office of Education Equity	After-school program through Integration Specialist Program at Stowe
Creation Station	\$306.00	Special Services	Preschool planning as required by IEP
Creation Station	\$306.00	Special Services	Preschool planning as required by IEP
Little Treasures	\$2,425.00	Special Services	Preschool planning as required by IEP
Speech Partners, LLC	\$22,000.00	Special Services	Speech language pathology (SLP) services to meet IEP needs

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2016 by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Mitchell-Krocak, an independent contractor, hereinafter called Contractor.

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


The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2016, and shall remain in effect until 5/30/2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.**
 - a. Restorative Learning Training (OR SEE ATTACHED)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations up to a sum not to exceed \$ 2,500.00. Contractor is required by Minnesota Statutes, Section 270.66 subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Request for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the district and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

- 7. **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 Adrian Norman, ISD 709, Duluth Public Schools, and 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Lisa Mitchell-Krocak 4280 Charles Road, Duluth, MN 55803.
- 8. **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.
- 9. **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.
- 10. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject to the matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
- 11. **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.
- 12. **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.
- 13. **Insurance.** (If applicable)

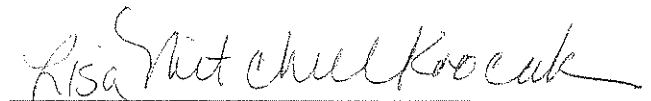
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITION OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duty officers as the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709




 Program Director

CONTRACTOR



 Contractor Signature



 CFO/Executive Director of Business Services

 Taxpayer ID Number

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Amy Wolcott, 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 14, 2016, and shall remain in effect until June 1, 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.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling, organization and attendance of the event to be held May 15-18, 2017.

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 \$2,000. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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, or to seek other damages.

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

8. **Independent Contractor.** Both the District 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 the District. 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 Aaron Salmela, 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 Amy Wolcott, 5652 Rose Rd, Hermantown, MN 55811 MN 55811

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 without regard to conflict of laws considerations.

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

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

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

15. **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.

16. **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.

17. **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.

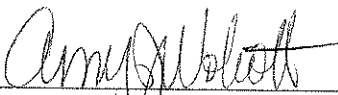
18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

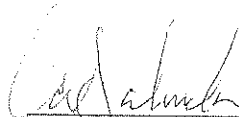
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

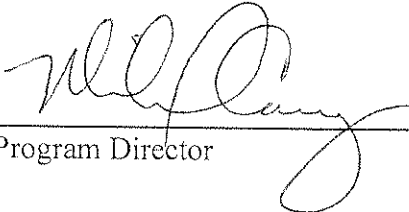
19. **Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State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

20. **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. The District shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$2,000,000.

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.

 _____ 11/8/16
Contractor Signature SSN/Tax Identification Number Date

 science curriculum specialist 11/10/16
Initiator Title Date

 _____ 11/16/16
Program Director Date

 _____ 12/6/16
Director of Business Service Date

AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

1. SERVICES

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. FEES

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, 361 Hanover Street, Portsmouth, NH 03801-2912, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-2912.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. RIGHT TO CANCEL; REFUNDS

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at marie.calvi@heinemann.com.

Initial Here

5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of marching ability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here



DEDICATED TO TEACHERS™

361 Hanover Street
Portsmouth, NH 03801-3912

Phone (603) 431-7894
Fax (603) 431-7840
(603) 431-4971

www.pd.heinemann.com

PD Offering: Guided Reading
 Date(s): 1/27/2017 - 1/27/2017
 Location: Duluth, MN
 Number of Participants: 25
 Total Fee: \$4,125
 Contact: Terri Huttel
 Organization: Lester Park School

The fee for the Engagement is inclusive of the consultant's fee and expenses, any handouts related to the seminar, and a copy of the related Heinemann title for a maximum of 25 participants.

Contract and Purchase Order is due for the full amount of this agreement by: 1/6/2017. The above date(s) are not secured until Heinemann has received the required purchase order.

ACCEPTED AND AGREED

Signed: Douglas A. Hasler Date: 12/16/16
 Name (print): Douglas A. Hasler Title: CFO

COUNTERSIGNED

Cherie Bartlett, Manager of Professional Development, On-Site



Duluth & North Shore Railway, Inc.
 d.b.a. North Shore Scenic Railroad
 506 West Michigan Street Duluth, MN 55802
 (800)423-1273 (218)722-1273
 Fax (218)733-7596
 E-mail info@northshorescenicrailroad.org

2016 CHARTER CONTRACT

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and Lester Park Elementary (hereafter called Chartering Party). The Chartering Party's authorized representative is Annette Loiseau, annette.loiseau@isd709.org, 336-8875

TERMS OF CHARTER

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: **52nd Avenue East and go to the Duluth Depot.** On **Friday, December 16th at 11:30pm** the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of **RDC Budd Car #9169, capacity of 80 passengers** will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator.
 The total number of passengers is estimated to be **80 people** and will be finalized by date 10 business days prior to excursion dates.

FEES

The Chartering Party agrees to pay the total sum of **\$450.** This cost includes a **roundtrip** excursion to the **Duluth Depot.** The price above includes a **story ready of the Polar Express**

reading

DEPOSIT

A signed copy of this contract must be returned. The deposit of **\$225** (1/2 total costs) is due within 3 months of the charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

PAYMENT

Total fees as indicated above are due and payable in full before boarding will begin unless prior arrangements are made and approved in writing by the Business Manager of the North Shore Scenic Railroad.

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion within 10 business days prior to departure to receive ninety percent reimbursement of deposit. Any cancellation made after 10 business days prior to departure will result in forfeiture of the entire deposit. Full refund of the initial deposit plus any additional payments will be made on account of equipment breakdown, lay up for repairs or any other occurrence which causes the Operator to cancel the excursion. The Chartering Party releases the Operator from any damage resulting from such cancellation. In the case of difficulty the Operator reserves the option to furnish the Chartering Party with substitute equipment and/or rolling stock. The initial damage deposit will be refunded by mail within 10 days of the charter date providing no damage occurred to the rolling stock or other equipment by the Chartering Party, its members or guests. Damage in excess of the damage deposit will be the responsibility of the Chartering Party.

CONDITIONS

The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operators equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement. Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment. Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers. This excursion, sponsored by the Chartering Party is adhered to the Alcohol Policies of the Operator, requiring all passengers over the age of 21 to have a valid ID. No outside alcohol is allowed on the train, no illegal substances, and no weapons are allowed on the train. Each passenger will likely be checked prior to boarding, and we reserve the right to search any bags or carry-ons. Any Marketing for the event will need to include this information to assure all passengers are compliant with the policies of the Operator. The Operator reserves the right to require security personal to be hired.

Douglas A. Hasler
 CHARTERING PARTY AGENT signature
Douglas A. Hasler
 CHARTERING PARTY AGENT print name

 NORTH SHORE SCENIC RAILROAD AGENT
Josh Miller, Station Manager
 NSSR AGENT print name

Date: 12/16/2016

Date: 12/1/2016

Please SIGN & RETURN a copy of this contract within 10 business days.

AGREEMENT TO PROVIDE TRAINING SERVICES

This agreement ("Agreement") is made by and between Benchmark Education Company located at 145 Huguenot Ave, New Rochelle, NY 10801 ("Company") and Duluth Public Schools ISD #709 ("Client"), 215 N 1st Ave E, Duluth, MN 55802 (address). This Agreement is effective from the date indicated below (under "Execution") until it is completed by performance or otherwise terminated by the Parties as allowable hereunder.

WHEREAS Client desires to retain the Company to perform the Services described herein;

WHEREAS, the Company desires to provide the services described herein and agrees to do so under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

I. PROFESSIONAL SERVICES

The Company agrees to perform the Services described in Schedule A attached hereto, in accordance with the specifications, terms, and conditions, including compensation and expenses, set forth herein.

II. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

III. Professional Development Plan/PAYMENT

Professional Development Plan describing the Services shall be as set forth in the attached Schedule A. Schedule B shall set forth the fees for the service. Upon signature of the Agreement, client will have 10 business days to issue a Purchase Order. Payment in advance is required for all Clients except those whose credit has been established with the Company. Any invoice not paid within 30 days shall be deemed past due and subject to interest at 1% per month. Client agrees to pay all attorneys' fees and costs and any other collection costs incurred by the Company as a result of Client's failure to pay all amounts due on time.

IV. PERFORMANCE WARRANTY AND REMEDY

The Company warrants that all Services provided hereunder will conform to the specifications of, and will be performed consistent with generally prevailing professional and/or

industry standards. Client must notify the Company in writing of any deficiencies under this section within thirty (30) days of project completion.

V. DISCLAIMER AND LIMITATIONS OF LIABILITY

With the exception of the express warranties in this Agreement, the Company makes NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event will the Company be liable for any indirect or incidental damages, even if the Company has been advised of the possibility of any such damages, and regardless of whether such damages are sustained based upon an alleged breach of contract, negligent act, or omission.

VI. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by the Company remain the property of the Company. The company does not grant the Client any right or license to any such intellectual property. The company does not grant the client the right to videotape, photograph or audio record any training.

VII. CONFIDENTIALITY

The Company shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to the Company by the Client under this Agreement.

VIII. INDEMNIFICATION

Each party shall defend, indemnify, save, and hold the other harmless from any and all demands, liabilities, losses, costs, and claims (including reasonable attorneys' fees) asserted against the other, and/or its agents, clients, officers, and/or employees, that may arise or result from any willful or grossly negligent actions taken by the indemnifying party under this Agreement.

IX. FORCE MAJEUR

The Company shall not be liable for delay in delivery and/or performance of Services, and is excused from any failure to deliver and/or perform due to causes beyond its reasonable control.

X. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either Party except to the extent incorporated by this Agreement.

XI. DELIVERY OF COMMUNICATIONS

All notices and other communications required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by Express Mail or by certified or registered mail, return receipt requested, with postage and charges prepaid. Electronic mail is an acceptable means of communication and all e-mail communications shall be sent to the e-mail addresses below.

All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to the Company: Tom Reycraft
 Chief Executive Officer
 145 Huguenot St.
 New Rochelle, NY 10801

If to Client: Duluth Public Schools ISD #709
 Attn: Douglas A. Hasler, CFO
 215 N 1st Ave E
 Duluth, MN 55802

XII. DISPUTE RESOLUTION

Parties' Good Faith Attempt to Resolve Disputes. The Parties agree that every dispute or difference between them arising under this Agreement, including a failure to reach a decision as described in this Agreement, shall be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner.

XIII. GOVERNING LAW & JURISDICTION

This Agreement shall be governed in accordance with the laws of the State of New York. Each Party (a) consents to the exclusive jurisdiction and venue of the federal and state courts located in Westchester County, New York; (b) waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (c) agrees not to bring any such action in any other jurisdiction or venue to which either Party might be entitled by domicile or otherwise.

XIV. ATTORNEY'S FEES AND COSTS

The prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursement and attorneys' fees incurred in enforcing this Agreement.

XV. MISCELLANEOUS

(a) The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of this Agreement.

(b) If any provision in this Agreement is determined by a competent authority to be unenforceable, all other provisions of this Agreement shall continue in full force and effect. Similarly, if any provision is determined to be unenforceable due to terms exceeding that which is allowable under the law, that provision shall be enforced to the fullest extent allowable under the law.

(c) The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver occurred.

(d) The Company is an independent contractor, and neither the Company nor the Company's staff shall be deemed employees of Client.

XVI. TERMINATION

This Agreement may be terminated by either party on not less than thirty (30) days' prior written notice. In the event of such termination, Client shall pay the Company for all Services performed prior to Notice of Termination.


XVII. EXECUTION

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Facsimile signatures shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed at on the date indicated above.

Benchmark Education Company

Date



Client Name: Douglas A. Hasler



Date

Company Name: Duluth Public Schools ISD #709

Professional Development Proposal Plan Myers-Wilkins Elementary

Benchmark Education Company's Professional Development Proposal Plan will work to build capacity ensuring a successful implementation of instructional strategies aligned to the district framework.

Description of Training Services

Provide Professional Development to Educators during the 2017 school year on the pedagogy for a Balanced Literacy Framework.

Professional Development Deliverables:

- Well-qualified trainer(s) in Comprehensive Literacy and Urban Learning
- Professional learning to support special populations such as advanced learners, struggling readers, Special Education, and Second Language Learners
- Delivery of well-designed Interactive sessions to allow participants to internalize content to implement effectively

Professional Development Agenda

Each session to include demonstration lessons and/or coaching.

Course Title	Modules	Description
Best Practices for Reader's and Writer's Workshop	<ul style="list-style-type: none"> • Building Background: Reader's Workshop • Setting the Tone: Whole-Group and Independent Reading/Writing • Small-Group Instruction • Closer Look at Writer's Workshop • Assessment and Evaluation • Classroom Management and Organization 	<ul style="list-style-type: none"> • Developing students who are strategic readers, thinkers, and writers. • Teaching mini-lessons and providing an effective framework for independent reading • Placing students in groups, selecting texts, and teaching for comprehension • Assessing students to inform instruction, monitor progress, and confirm mastery • Establishing routines and procedures that lead to a supportive environment



By Mail: Benchmark Education Company
 145 Huguenot Street 8th Floor
 New Rochelle, NY 10801
 By Phone: Toll-Free 1-877-236-2465
 By Fax: 1-877-732-8273
 E-Mail: neworders@benchmarkeducation.com
 Web Site: www.benchmarkeducation.com

EOF - SCU

Electronic Order Form for
 Myers-Wilkins Elementary
 ISD 709 Duluth Public Schools
 Duluth, MN
 December 6, 2016

Product Code	Title	Price	Quantity Ordered	Total Price
PR098	Professional Development including expenses (per consultant per day)	\$2,500	9	\$ 22,500
X01779	Professional Development 2 Hour Webinar	\$750		-
TOTAL				\$ 22,500.00

* The above pricing does NOT include tax. Final tax rate is based on the ship to address.
 * The above pricing is effective until August 31, 2017.

AGREEMENT

THIS AGREEMENT, made and entered into this **10th** day of **November**, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and **Avalon Educational Institute**, 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 10th, 2016**, and shall remain in effect until **June 8th, 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 the following services:

Course Plans: Capoeira

Course Duration: 30 weeks, 1 hour class per week

Introduction/Goals of the Course

Capoeira is an Afro-Brazilian art form, created by African slaves in Brazil, during the Portuguese colonization. Students will learn several fundamental aspects of this art form during each class elaborated and adapted according to the district safety rules.

Learning Objectives

By the end of the course, students will:

- Understand the **importance of stretching, warm-ups and strengthening exercises** (sit-ups, push-ups and lunges).
- Be able to do: "**Ginga**" (the basic Capoeira swing), "**Esquiva**" (dodges, 3 different types), kicks ("**Martelo**" direct kicks and "**Mea lua**" round kicks), acrobatics ("**au**" cartwheel, "**Macaco**" squat position, etc.).
- Be able to play all Capoeira instruments as well as sing and lead a variety of Capoeira songs

- **Build sense of community by participating in the "roda" (Capoeira circle).** Everybody has an important role in the circle, whether playing in the circle or making the music: clapping, drumming and singing.
- **Content Outline: Typical Lesson**

	Activity	Description	Time
1	Warm Up	Moving all of body briefly to loosen the muscles and gives instructor time to check in with students.	10 min
2	Ginga	Practicing the basic swing — sometimes in the mirror or with a partner.	10 min
3	Combination moves (Ginga, esquivas, kicks)	Learning sequences of different moves.	20 min
4	Conditioning	Strengthening of all muscle groups	5 min
5	Roda (Capoeira circle) and music	Opportunity for students to apply movements in real context	10 min
6	Closing circle	Opportunity to bring class together to officially end activities.	5 min

The contractor will provide extra class material as needed.

3. **Background Check .**

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$50.00 (fifty dollars) per 1-hour session, not to exceed a maximum sum of \$1,500.00 (Fifteen-hundred and 0/100 dollars)/school year. 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 : **Avalon Educational Institute, 404 W. Superior St., 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.

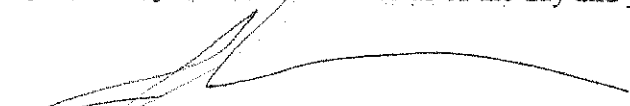
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

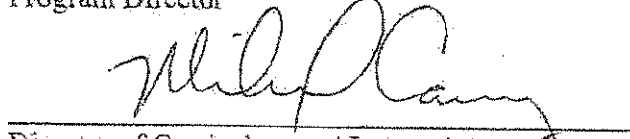
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

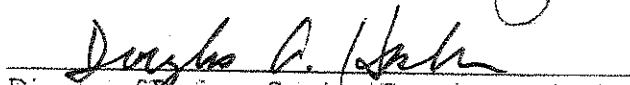
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

	SSN/ Tax Identification Number	12/6/16
Contractor Signature		Date

Djibril Bangoura		
Initiator - (Contact with questions)		Date

		11/10/16
Program Director		Date

		11/10/16
Director of Curriculum and Instruction		Date

		12/12/16
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of October, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, 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 December 5, 2015, and shall remain in effect until June 1, 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.** Guest-Facilitator for Achievement Center WIN at East and Denfeld high schools and the Social Justice Club at East High School. The contractor will provide facilitated sessions that include College Expectations, Filling-out College Applications, First Generation College Transition Part 1 & Part 2, OneStop: Paying for College/Loan basics, Student Panel (First Gen/Student of Color).
3. **Background Check .** N/A

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 \$50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed \$500.00 (Five-hundred and 0/100 dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the 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 to: Christopher Davila, 1426 E 10th St, 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.

Christopher Daryl _____ 12/5/16
Contractor Signature SSN/ Tax Identification Number Date

CAL HARRIS EAST U.S. AC _____
Initiator - (Contact with questions) Date

William H. Honeg _____ 10/25/16
Program Director Date

Philip Dany _____ 11/16/16
Director of Curriculum and Instruction Date

Douglas A. Harker _____ 12/12/16
Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of November, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Learning Institute for Excellence (LIFE)/Amos Tarfa - Founder and Director, 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 28th 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 services to students and staff within the Achievement Center Program at East and Denfeld high schools that include the following:

1. One-On-One Tutoring services
2. Summer Enrichment Programming in Academics
3. ACT/SAT Test Preparation
4. Small Group Tutoring Sessions
5. Holiday tutor Camp
6. Study skills workshops
7. Test Preparation Skills

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 of Workshops/Seminars at Duluth school sites for \$50.00/hour and \$25.00/session (2 hours) for after-school session services (One-on-One Tutoring, Small-Group Tutoring) provided at the LIFE sites up to a sum not to exceed (Two-thousand and 0/100dollars). 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 to: LIFE - Amos Tarfa, 4501 East Superior St, Duluth, MN 55804 phone: 218.464.0292.

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.

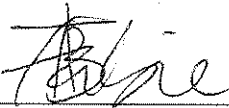
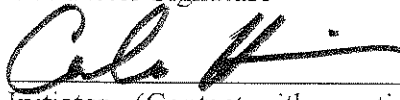
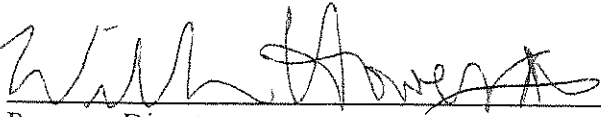
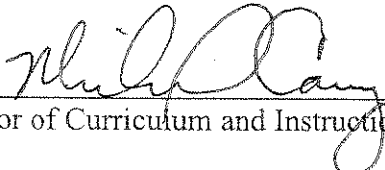

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

 _____ Contractor Signature	SSN/ Tax Identification Number	<u>12/6/2016</u> Date
 _____ Initiator - (Contact with questions)		<u>12-5-16</u> Date
 _____ Program Director		<u>10/25/16</u> Date
 _____ Director of Curriculum and Instruction		<u>12/2/16</u> Date
 _____ Director of Business Services/ Superintendent of Schools		<u>12/12/16</u> Date

AGREEMENT

67

THIS AGREEMENT, made and entered into this 1st day of November 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Myers-Wilkins Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 1st, 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.**

Program Description: PACE (Programs for Academic and Cultural Enrichment). The Summer School and After-School programming will provide students at Myers-Wilkins safe, nurturing, and enriching experiences designed to help build students' academic, creative and life skills.

Location: Myers-Wilkins Community School Collaborative

Schedule: Meets Monday - Thursdays
2:30-5:00 p.m. October 2016-May 2017
8:30-12:30a.m. June 2017- July 2017

Program goals:

1. Improve academic and social achievement of 60+ Myers-Wilkins students through tutoring and enrichment activities employing well-trained, culturally competent staff.
2. Maintain clear, on-going communication between classroom teachers and after-school and summer staff to identify students' needs and goals.
3. Provide high-quality programming, through highly engaging arts, literacy, science, language, leadership and health/recreation activities in an after-school setting.
4. Ensure equitable access to after-school and summer programming.
5. Foster positive relationships between school, home(parents) and community and increase parent involvement.

Outcomes for Participants:

1. By the end of the 2016-17 school year, or the end of summer program, 80% of the participating students will have reached their personal academic goals.
2. Within a month of beginning a program, 100% of the students who participate in the afterschool COMPASS program or summer school academic program will have an individual learning plan with clearly stated goals and outcomes.

3. Student participants will develop robust vocabulary, knowledge, and skills in their chosen class topics.
4. Provide safe, reliable transportation for students.
5. Increased parent engagement and communication through parent advisory Council, leadership opportunities, volunteer opportunities, family classes and/or special events. Family Liaison's will contact families monthly through phone conversations or in person, in addition to a monthly newsletter.

Program Design:

Beginning in October of 2016 approximately 60 referred students will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction 3 days a week, taught by qualified instructors and supported by additional staff and volunteers. In addition, once a week, students will have a choice of a science, arts, literacy, language, leadership, or health/recreation based class. Each of the classes will meet for 10-12 weeks 4 times per week. Each student enrolled in the COMPASS program will have an assigned family liaison and an Individual Learning Plan.

The after-school program will conclude in May with a family and community event highlighting students' work through a slide show, performances and exhibits. Transportation and meals are provided for family events.

The Director of Youth Services will be responsible for orchestrating the logistics of enrollment, implementation and transportation; providing a nutritious snack, and program support for the students, families, instructors, and volunteers involved in this program. In addition, they will coordinate family events/classes and collaboration other organizations and individuals offering programs and supports to families within the school.

The Family liaisons work directly with students, developing and implementing curriculum and assessments. They recruit, train, and supervise volunteers, work-study students and AmeriCorps members. They meet with teachers on an on-going basis to identify student goals, progress, and needed supports. Family liaisons, AmeriCorps members, community instructors and EXCEL teachers will provide instruction and coaching with assistance from work-study students and college/community volunteers.

The MWCSC will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the MWCSC in partnership with Myers-Wilkins administrators.

MWCSC will be responsible for recruitment, training, support and compensation (through funds requested in this contract) of the project coordinators and contracted instructors. MWCSC will also purchase supplies required for the program. MWCSC will be responsible for the costs of transportation (through funds requested in this contract).

Assessment:

Student outcomes will be reported 3 times annually through compilation of attendance data, surveys, and pre-post assessments. Summaries are available upon request in January 2016, June 2017, and August 2017.

3. Projected Budget:

Cost Item Description	Purpose	Outcome	Annual Cost 9/1/14-6/30/15
Family Liaison and program instructors	Provides direct teaching instruction within the COMPASS program and enrichment classes. Develops and Implements educational and social emotional curriculum. Collaborates with teachers to develop ILP's and provide needed support for students.	Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.	Total Cost: \$6,560 Salary & taxes
Transportation:	Provide Bussing for students during the school year and summer programs. Provide transportation for families for school events.	Maintain consistent attendance and provide equitable access for all students. Provide equitable access for all families to participate in events and school	Total Cost: \$9,600
Total Cost for 11/1/16 – 6/30/17			\$16,160

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 \$ 16,160. 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.

Requests for Reimbursement. Contractor shall request reimbursement on a monthly basis with documentation, using the Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.

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

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

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

all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District. 70

8. **Notices.** All notices to be given by Contractor to District, shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, 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: Myers-Wilkins Community School Collaborative, 108 East 6th Street, Duluth, MN 55805 Attn: Jennifer Eddy, Executive Director.

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.

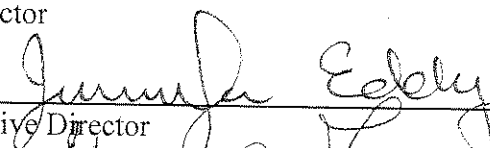
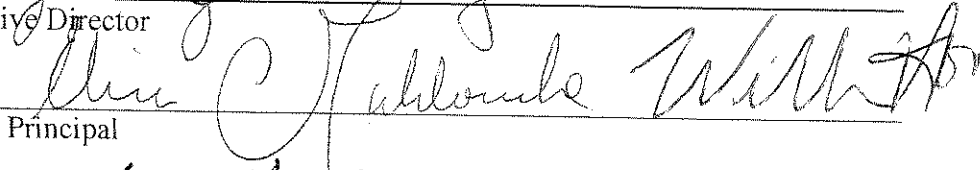

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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.

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.

Insurance. (If applicable)

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

Myers-Wilkins Community School Collaborative	41-2002724	11/1/16
Contractor	SSN/ Tax Identification Number	Date
		11/1/16
Executive Director		Date 11/30/16
		11/8/16
School Principal		Date
		12/1/2016
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

71

THIS AGREEMENT, made and entered into this 1st day of December, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Yoga North, 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 January 9, 2017 and shall remain in effect until February 13, 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.** Youth/Adult Yoga Instructional Class for up to 18 students and staff at Stowe Elementary school as an after-school program provided through the Integration Specialist Program. The contractor will provide 5 one-hour sessions at Stowe Elementary school.
3. **Background Check .** (Applies to contractors working independent with students)

N/A - Contractor will not be working independently with students. District staff will be present during all session.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$75 per/session (one hour), up to a sum not to exceed \$375.00 (three-hundred seventy-five and 0/100). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

7. **Ownership of Materials.** The Contractor will retain full ownership of the materials they have produced and utilize during the sessions provided. The District will only reproduce materials from these sessions with the permission of Yoga North and ensure that the Yoga North logo and information remain in tact.

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: Yoga North Duluth 4628 Pitt St. Duluth, MN 55804 Contact Jodi 218.722.9642

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.



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 **December 14, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station** (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 3 hours a day, 2 days per week, and up to 34 days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811 .**
 3. The approximate date the service will begin is, **Jan. 9, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **34 Days** (2 Days per Week) and a total cost up to **\$306.00** (\$3.00 per hour).
 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 **Duluth**
709
6 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

Douglas A. Huber
C.F.O. Executive Director of Business Services

Date 12/20/16

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

By *Joan Crane* 12/19/16
Director



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 **December 14, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station** (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 3 hours a day, 2 days per week, and up to 34 days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811 .**
 3. The approximate date the service will begin is, **Jan. 9, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **34 Days** (2 Days per Week) and a total cost up to **\$306.00** (\$3.00 per hour).
 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

Douglas C. Hansen
C.F.O. Executive Director of Business Services

Date 12/20/16

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

By *Jan Peone* 12/19/16
Director



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 29, 2016** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Little Treasures** (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 3.5 hours a day, 3 day per week, and up to 60 days.
 2. The AGENCY shall perform these services at: **1533 W. Arrowhead Rd. Duluth, MN 55804.**
 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 **60 Days** (3 Days per Week) and a total cost up to **\$2,425** (\$40 per day + \$25 registration fee).
 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 6 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

Douglas A. Hamlin
C.F.O. Executive Director of Business Services

Date 12/20/16

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

By Jason Crane 12/19/16
Director

SPEECH THERAPY SERVICE CONTRACT

This Speech Therapy Service Contract (“**Agreement**”) is made and entered into as of the 5th day of December 2016, (“**Execution Date**”) by and between Duluth Public Schools ISD 709 (“**School**”) and Speech Partners, LLC a Minnesota limited liability company (“**Provider**”).

AGREEMENT

In consideration of the mutual covenants and obligations of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on December 5, in the 2016/2017 school year and shall terminate on the last day of the 2016/2017 school year (“**Term**”). The term of this Agreement shall also include any Extended School Year services provided at the request of the School.

2. **AGREEMENT TERMS.** All services rendered by the Provider shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with currently approved methods and practices of the Provider’s profession. The parties agree that the Provider shall be an independent contractor and not the School’s employee.

3. **PROVIDER’S QUALIFICATIONS.** All services provided by the Provider shall be performed by a Minnesota Board of Teaching licensed Speech-Language Pathologist (“**SLP**”) holding a Certificate of Clinical Competence (“**CCC**”) with ASHA Certification. All SLPs shall provide the School with any required qualification documentation upon request of the School.

4. **SERVICES OF PROVIDER.** Services shall include Speech-Language Pathology furnished in accordance with the plan of treatment/IEP. SLPs shall utilize best efforts to:
 - a. Provide appropriate speech therapy services on a regular basis according to IEP specifications using the telepractice service model.
 - b. Provide appropriate documentation required by the School.
 - c. Develop and follow the IEP for the student’s communication deficits or work with appropriate School staff to adjust IEP to meet the student’s needs.
 - d. Evaluate communication skills of students as requested.
 - e. Communicate regularly with appropriate staff via email or phone.
 - f. Participate in student’s IEP meetings and appropriate conferences via computer or phone.
 - g. Re-schedule any missed sessions caused by the SLP. Missed sessions caused by the student/school may be re-scheduled if possible and will be billed at the regular rate.

5. **INSURANCE.** Provider shall maintain professional liability insurance coverage of at least \$1,000,000 per occurrence. A copy of the certificate of insurance evidencing such coverage is available upon request.

6. **CIVIL RIGHTS.** Provider agrees to comply with TITLE VI of the Civil Rights Act of 1964 and all requirements imposed by the Department of Health, Education and Welfare in the end that no person in the Unites States shall, on the ground of race, color, religion, or sex be excluded from the participation in services.

7. **CONFIDENTIALITY.** Provider shall keep all student information confidential, only discussing information with parents, teachers, or other involved professionals on a need to know basis. Any information and methods of service provided by the Provider to the School shall be kept confidential by the School and may not, without prior written consent of the Provider, be disclosed in any manner for any other purpose than performing its requirements under this Agreement. The terms of this Article shall survive for ~~one~~ (2) years following the termination of the Term.

two

8. **TECHNOLOGY.** SLPs shall provide and maintain their own technology to use the online speech therapy meeting room for the scheduled sessions. In the event that the SLP's technology is temporarily not functional, the SLP will contact the School and the School will not be charged for the scheduled sessions. All attempts will be made to re-schedule those missed sessions.

The School shall be responsible to provide and maintain its own technology in order to adequately use the online speech therapy meeting room. This includes a Microsoft Windows based PC with an adequately sized monitor, webcam, a headset, a back-up phone (speaker phone or headset), printer, and reliable high-speed internet with adequate bandwidth for telepractice. Any missed sessions (without 24 hour notice) due to the school's non-functional technology will be billed at the regular rate. Reasonable efforts will be made to re-schedule those missed sessions and will be billed at the regular rate.

The School shall give the Provider full-administrative access to its telepractice computer via a remote management software package that is provided by the Provider free of charge. The School shall allow internet access to online speech therapy resources through the telepractice computer's internet connection. The Provider agrees to restrict its use of the telepractice computer and its internet connection for the sole purpose of providing speech therapy services to the school.

9. **OTHER ACCOMODATIONS.** The School shall provide at its own expense, a "telepractice assistant" (usually a paraprofessional) to maintain the continuity of the telepractice services under the SLP's supervision and direction. The School shall also provide a quiet room that is adequate for telepractice speech therapy services.

10. **COMPENSATION.** Provider shall be compensated by the School for speech therapy services rendered at the request of the School at the rate of \$78.00 per hour. Speech therapy services include but are not limited to evaluation, direct time, indirect time, make-up sessions, preparation time, documentation time, meeting time, therapy-related communication, travel time and mileage if requested by the school.

All scheduled appointments require a minimum of 24 hour notice for cancellation in order to avoid being charged at the regular rate.

Provider shall provide bi-weekly billing statements of services rendered, which shall be paid no later than 14 days after billing statements are submitted to School District.

11. MISCELLANEOUS PROVISIONS.

a. Captions. The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

b. Modification. This Agreement may not be altered, modified or amended except by an instrument in writing signed by each of the parties hereto.

c. Governing Law. The laws of the State of Minnesota shall govern the validity, construction and performance of this Agreement, to the extent not pre-empted by federal law. Any legal proceeding related to this Agreement shall be brought in Hennepin County, Minnesota.

d. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and provided to the other party either in person, by fax, or by certified mail.

e. Survival. Notwithstanding the termination of this Agreement, the terms of this Agreement which relate to periods, activities, obligations, rights or remedies of the parties upon or subsequent to such termination shall survive such termination and shall govern all rights, disputes, claims or causes of action arising out of or in any way related to this Agreement.

f. Attorney's Fees. If any action or proceeding is commenced by any party to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

h. Severability/Enforcement. Should any provision of this Agreement be held illegal or unenforceable, the Agreement shall be construed as if not containing the invalid provision(s), and the Agreement shall be construed to give effect to the intent of the parties and shall be governed by the remaining portions or provisions governing the rights and obligations of the parties. A party's decision to refrain from enforcing a breach of any part of this Agreement (or a party's settlement of any claims for breach) will not prevent the party from enforcing the Agreement as to any other breach of this Agreement that the non-breaching party discovers and shall not operate as a waiver against any future enforcement of any part of this Agreement.

i. Rule of Construction. The parties acknowledge and agree that the normal rule of construction whereby ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

j. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as otherwise stated, supersedes any and all oral or written prior agreements and understandings with respect to such subject matter; the parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement which are not set forth herein.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement herein above expressed, have entered into this Agreement and have read the terms herein.

Accepted by:

Douglas C. Halton on 12/12/16
School's representative

Provider on ____/____/____

Speech Partners, LLC
Tami Colombo MA, CCC-SLP
12082 Quail Ave N
Stillwater, MN 55082

Jackie Ward
Assistant Director
Duluth Public Schools ISD 709
215 N. 1st Avenue East
Duluth, MN 55802

Phone: 651-439-2207
Fax: 651-430-3171
tami@speechpartnersonline.com

Phone: 218-336-8700
email: jackie.ward@isd709.org

Facilities Management – Maintenance and Operations - General

- In the past month the maintenance crews have completed 149 work orders, and are currently working on 759 open work orders.
- Repairs were made to a leaking boiler exhaust stack at Denfeld High School.
- A boiler heat exchanger has failed at Stowe and I am working on a warranty claim and scheduling installation.
- Facilities maintenance trade crews are currently scheduled to be at Denfeld High School.
- The District has received two Conservation Improvement Rebates (CIP) from MN Power. One is for lighting improvements at HOCHS, in the amount of \$1,600.02, and the second is also related to lighting improvements but at OEMS, in the amount of \$4,009.71.

Capital Construction:

- MWE tuck-pointing and window replacement project is complete. The final walk through is scheduled.
- The Rubber Mulch Replacement Committee Meetings have occurred and a report will be presented to the School Board in January.
- 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 10 Year Capital Plan Projects are being evaluated and proposals solicited as needed for summer 2017 construction.

Building Operations

- Operations staff has been battling the winter elements while maintaining the cleanliness of our schools. The holiday weekend had left us with severe ice buildup and slippery conditions. Operations and the Utility crews have had their hands full keeping our grounds safe for the public. Thirteen entry level custodian positions have been posted internally and externally which has attracted a large pool of applicants. Of the thirteen custodial positions, two unassigned floater custodian jobs have been created to bring more consistency for subbing. Facilities plans to move forward with scheduled interviews of qualified individuals.

Environmental/Health/Safety

- Fire inspection scheduled this month for Lakewood and Homecroft. Pre-checklists sent to engineers.
- Denfeld Fab Lab received their flammables cabinet.
- A gas smell at Homecroft was detected. Upon further investigation a regulator went bad and was venting out of the roof. The boiler and gas line were immediately shutdown until the regulator was replaced.
- Sprinkler line glycol recharges were completed at Lowell, Ordean, and Lincoln.
- Law Enforcement partnership meeting was held, led by Amy Starzecki, to ensure coordination between entities during emergencies and to ensure out emergency response plans are current. Discussion was had on updating the plans, running tabletop exercises, and involvement with this group.
- Asbestos samples were collected at Ordean East for broken/missing tile in the restrooms as shown on the 3 year inspection.
- The pipe chase next to room 2001 at Denfeld was opened up and found to be rusted through with improper installation of seals. The pipe was fixed, which should correct the exhaust smells that were detected in this room.
- Seven gaylords of electronics recycling were shipped this month.

Emergency Response

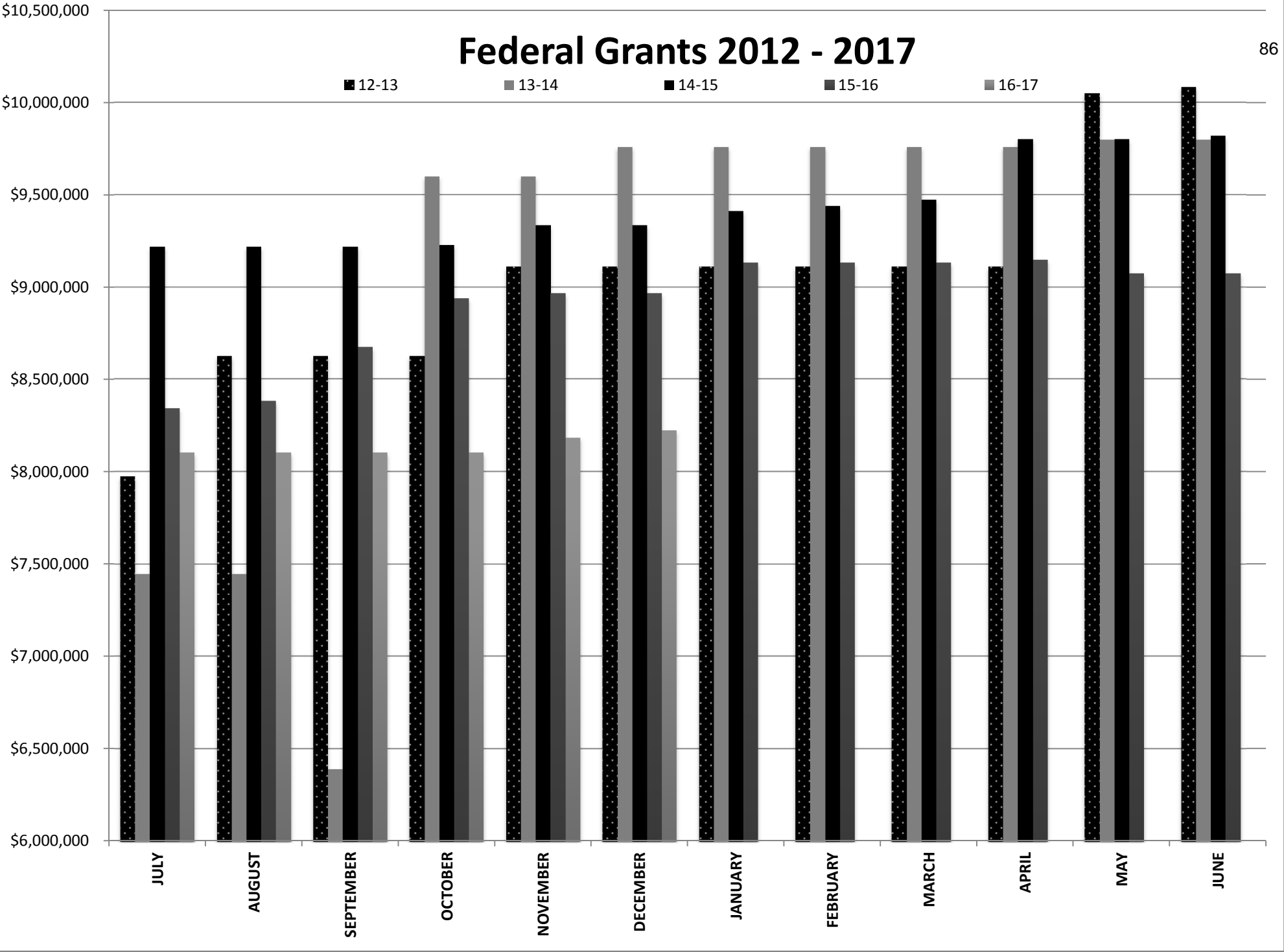
- Law Enforcement partnership meeting was held, led by Amy Starzecki, to ensure coordination between entities during emergencies and to ensure out emergency response plans are current. Discussion was had on updating the plans, running tabletop exercises, and involvement with this group.
- BBP forms and files were updated on the safety webpage.

Workers' Compensation Activities

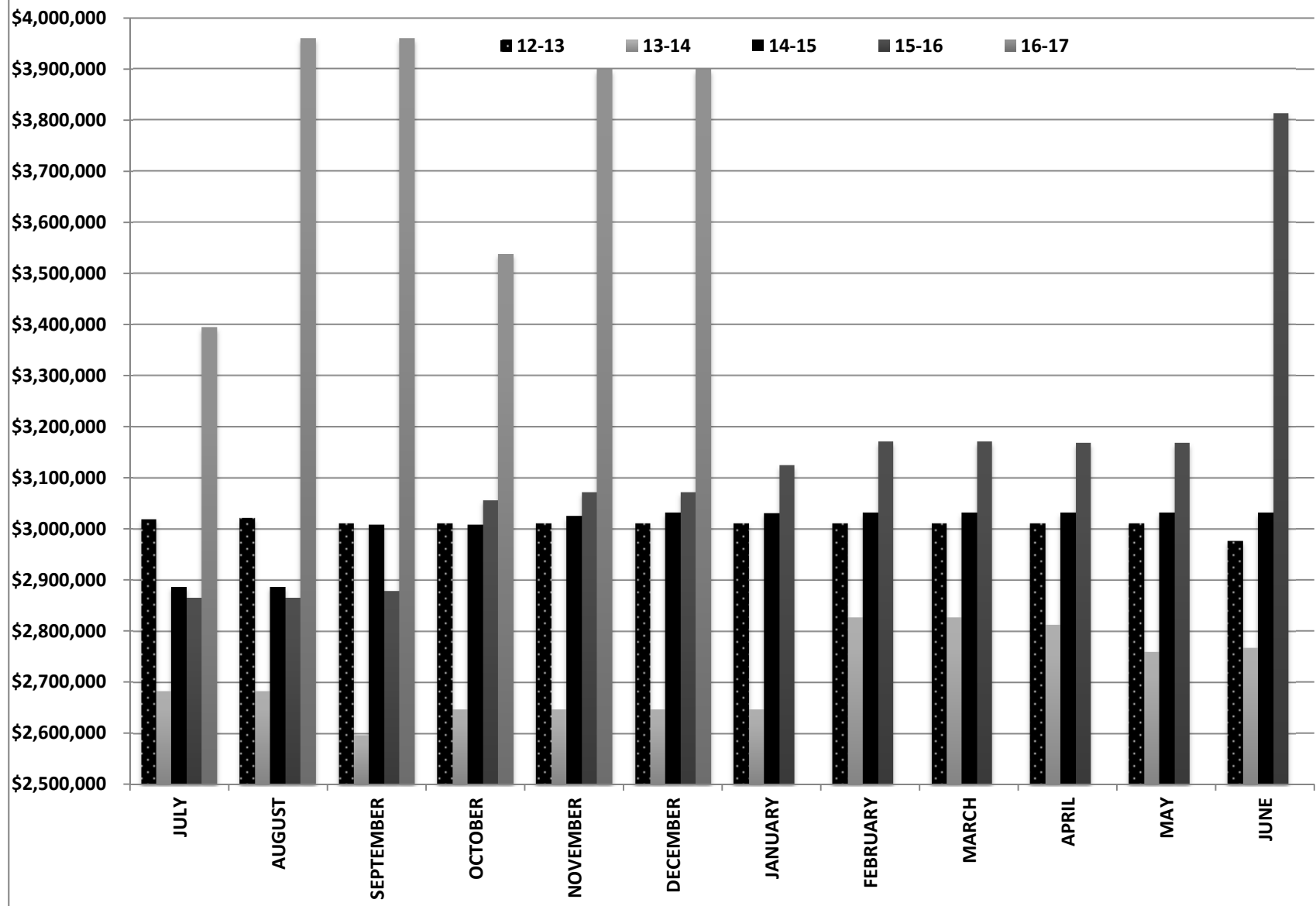
- OSHA Recordables - 1 (Hernia).
- Incidents Reported: 13 injuries reported.

Federal Grants 2012 - 2017

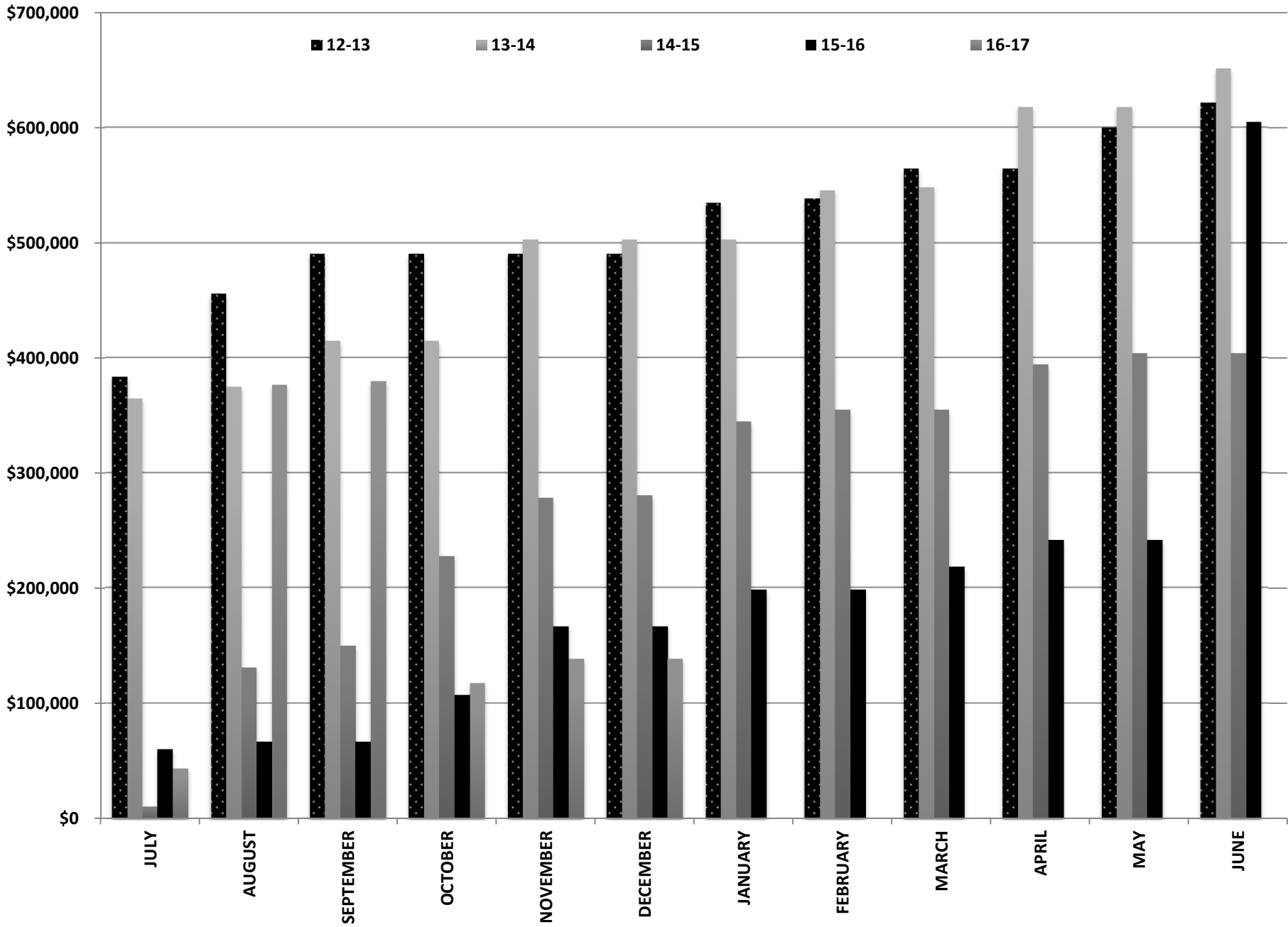
■ 12-13 ■ 13-14 ■ 14-15 ■ 15-16 ■ 16-17



State Grants 2012 - 2017



Local Grants 2012 - 2017



Donations 2012 - 2017

